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Current Topics.

Sir Robert McCall.

By the death, at a ripe age, of Sir Robert McCall, the profession loses one of its veteran members, one who in his day played a great rôle as a forceful advocate. An acute lawyer, with a profound knowledge of practice, and a powerful cross-examiner, with a somewhat aggressive voice, he ever gave of his best to his clients, among whom for many years he counted what the late Mr. Birrell called that "democratic and truly comprehensive institution, the General Omnibus Company, which occasionally found itself in court to meet the charge of running over stray foot-travellers—both Protestant and Papist—in the crowded streets of this Metropolis"; for that company he fought strenuously in many a hard-contested litigation. In 1919 Sir Robert was appointed a Commissioner of Assize, and in 1921 he accepted the office of Registrar of the Railway and Canal Commission, where his friends, seeing him sitting quiescent under the bench, found it an almost pathetic sight, as they recalled his fighting days of old; but he seemed to take kindly enough to his new duties, subordinate though they were. The post was not a mere sinecure; it involved an intimate familiarity with the new legislation relating to mines which conferred a fresh lease of life on the tribunal, and in the drawing up of the orders he found something of interest. Among his many accomplishments was a remarkable proficiency in shorthand, of which he made constant use while in practice. In this connection he used to recount an amusing experience dating from the year when he went on circuit as a Commissioner of Assize. In an important case he took a full note of the evidence in shorthand, and on an appeal being taken to the Court of Appeal, he was requested to furnish his notes which, however, when sent up, were found by the learned Lords Justices to be unintelligible, and were consequently returned to him with the request to have them translated. Thereupon Sir Robert called in an expert shorthand writer, to whom he dictated his notes, paying him therefor two or three guineas. Having done so, Sir Robert sent in a bill to the Treasury claiming recoupment of this sum, but, faced with this demand which they regarded as unprecedented, the Treasury officials declined to reimburse him. On this occasion his stenographic accomplishment received no commendation from the Government whom he had served so well.

The Water Supply Bill.

The Bill introduced by the Government as an emergency measure to deal with the serious state of affairs all over the country resulting from the drought follows very closely upon the heels of the Rural Water Supplies Act, which only received the Royal Assent as recently as 28th March. As the Prime Minister explained in answer to questions on the first day of the resumption of its sittings by the House of Commons after the Easter Recess the measure just passed would have been, and indeed is, sufficient to meet all ordinary needs; but the continuance of the drought for so long a period was entirely unexpected at the time the other Statute was framed, and to deal with the dangers now threatened more drastic powers are needed. It goes without saying that there is one thing which cannot be effected by legislation. The skies cannot be made to pour down rain by Act of Parliament. At the present time, the wells and other underground sources of supply are depleted to such an extent that even a considerable rainfall in the near future would only suffice for temporary needs and prolonged heavy rain is absolutely necessary to replenish these underground supplies which Parliament is taking drastic powers to control. All this goes to emphasise the need for strict economy on the part of the public. The demand for water has been largely increased by its use for washing motor cars and by the extension of suburban gardening activities; and if it is necessary in the national interests to enforce economy as it was in other directions in war time, we must not complain.

A Novel Defence in Bigamy.

Convictions for bigamy are distressingly frequent at the present time, though the offence is one which varies greatly in its heinousness and the consequent severity of the punishment. In a case which came before the Court of Criminal Appeal (*R.* v. *Lamb*) the punishment was the nominal one of four days' imprisonment. The reason for the light sentence was apparently because, in this particular case, an interesting point of law was raised. The question was whether, in the case of a marriage in a register office by certificate after notice, the giving of the notice in a false name—with the knowledge and consent of the other party—rendered the marriage invalid under the Marriage Act, 1836, ss. 4 and 42. It was pointed out on appeal that in the case of a marriage after banns the giving of false name invalidated the marriage. On the other hand, a marriage by licence of the registrar was not thereby invalidated, though the person giving the false name was liable to penalties. From this the appellant sought to say that a marriage by certificate after notice fell into the same category as a marriage after banns, since the notice was equivalent to the banns, the point being to secure publicity. He relied on a *dictum* of Lord Penzance, in *Holmes* v. *Simmons*, L.R. 1 P. 523, at p. 529, as expressly leaving this point open for decision. The Lord Chief Justice pointed out how guarded

this *dictum* was and regretted that it had ever been hinted that there was any distinction between the meaning of "due notice" in the two different classes of marriage. All that Lord PENZANCE said was that "whether a notice in a wholly false name (which must be done fraudulently) could be properly held a notice at all may possibly be still a question." This was considered in *In re Rutter* [1907] 2 Ch. 592, where the wife gave a false name, in collusion with her husband, in the notice which preceded a marriage before a registrar. The marriage was held valid. In *Plummer* v. *Plummer* [1917] P. 163, the Court of Appeal considered the whole question and pointed out that Lord PENZANCE's *dictum* merely left the matter open and did no more than hint at a distinction which was not founded on any principle. The Legislature had provided protection for the public by imposing penalties and there was no ground for invalidating the marriage. Both these decisions were clear and the Court of Criminal Appeal followed them and dismissed the appeal.

Public Rights on Tow-Paths.

AT a meeting of the Thames Conservancy Board, reported in *The Times*, 13th March, the question of public rights of way on Thames tow-paths was raised and considered. Lord DESBOROUGH, who presided, stated his views "subject to correction." As he understood it, the public right on a tow-path was a right to tow, and if those on the path were not towing, then they ought to be. Furthermore, he believed it had been held that no amount of walking up and down a tow-path established a public right of way for persons not towing. Lord DESBOROUGH is not a lawyer, but even a lawyer may hesitate to contradict one with such a vast knowledge about waterways in general, and the Thames in particular. The Thames Conservancy Act, 1894 (57 & 58, c. clxxxvii), contains certain sections forbidding obstructions to the tow-path (ss. 78–82), but there does not appear to be anything to make it sacrosanct to towing only. There is, of course, no general common-law right of towing on both banks of any river, see *Ball* v. *Herbert* (1789), 3 T.R. 253, but the public right may be acquired, and, when acquired, is part of the right of navigating a river: see *Simpson* v. *Scales* (1801), 2 Bos. & P. 496. In the case of the Thames, that right exists from Putney for a long way upwards on one or other, but not both banks, and, as stated above, is recognised by statute. That the right to tow is not incompatible with an ordinary right of way is clear from *Grand Junction Canal Co.* v. *Petty* (1888), 21 Q.B.D. 273, where it was so laid down by the Court of Appeal. In that case the right of way was expressly dedicated, and it was held that it was subject to the right to tow, and that "if the horse on the tow-rope and the foot-passenger are in one another's way, the foot passenger must look out for himself and get out of the way" (Esher, M.R., at p. 276). Similarly, any public right of way acquired on any riparian tow-path would presumably be subject to the needs of navigation. On this footing, the question whether there was a right of way along any particular navigable river would not be precluded from arising by the existence of a right of towing, but would be decided on its own merits. Members of the public have certainly used the Thames tow-paths in the freest possible manner on foot, and those coaching oarsmen often use bicycles and even motor bicycles. The sight of Lord DESBOROUGH on the tow-path does not now cause alarm and despondency amongst oarsmen and coaches, but it might do so if he required coaches, in the name of the law, to procure ropes and tow the racing boats.

Office Regulation.

SEVEN years ago, almost to the date, we published a topical note on an Office Regulation Bill, introduced into the House of Commons by a Mr. THOMAS KENNEDY, then a member, pointing out its various crudities (see 70 SOL. J. 474). Practically the same bill, with the same crudities, has just been introduced by Mr. THORNE, and, after raking criticism, has been "talked out." Our conclusion that "while granting there is certainly room for legislation against overcrowding and under-ventilation in offices, perusal of the text of this Bill suggests that the factors of zeal and common-sense have not been applied in their proper proportions" was that of the majority of the speakers on the present occasion. Mr. HACKING, however, after expressing disapproval of the Bill on behalf of the Government, stated the official view, that a "workplace" included an office, and that, therefore, local sanitary authorities had all the necessary powers of entry. There has not, however, been a test case. This point was in fact also raised in our former note, in which we cited *Bennett* v. *Harding* [1900] 2 Q.B. 397, and the statement of CHANNELL, J. (p. 401), that a workplace was "a place where some work is being perpetually or permanently done." Making the obvious exception for Sundays and holidays which also probably applied to the case before the court, that of a stable-yard, an office is or indubitably ought to be such a place. That case turned on the application of s. 38 of the Public Health (London) Act, 1891, requiring the provision of sanitary conveniences for workplaces. Section 91 (6) of the Public Health Act, 1875, requires workplaces to be kept in a cleanly state, not overcrowded, etc., but contains nothing as to sanitary conveniences. If the official view is right, the question arises why the Government in general, and the Minister of Health in particular, have not seen to it that the law as laid down by Mr. HACKING is enforced. So long as they fail to do so they must take such responsibility as there may be for conditions in offices which, by not conforming to the requirements of "workplaces" may result in employés contracting tuberculosis and other diseases. Incidentally, s. 38 of the London Act ought to be made to apply everywhere, and s. 91 (6) of the 1875 Act to the London area. If these sections are more reasonable than Mr. THORNE's Bill, the critics of that Bill would be well advised to see that they are applied to insanitary offices.

Easter Law Sittings.

THE number of cases set down for hearing during the Easter Law Sittings shows a substantial aggregate increase over that for the corresponding period last year. This is mainly due to the rise in the number of cases in the Chancery Division and in the Probate, Divorce and Admiralty Division, that in the former being from 154 to 264, while in the latter the rise is from 157 to 893. Of the Chancery matters, 111 are companies cases and 6 are appeals and motions in bankruptcy. The undefended suits in the Probate, Divorce and Admiralty Division number 588, as compared with 538 last year, and the defended suits have risen from 168 to 305. The Admiralty actions have fallen by 6, the number this year being 7. In the King's Bench Division the number has fallen from 877 to 847. There are in the Ordinary List 199 special juries, 153 common juries and 333 non-jury actions, as against 231, 422 and 88 respectively for the corresponding period last year. The number of non-jury actions in the New Procedure List has risen from 107 to 123. In the Commercial List there is an increase of 10, the number this year being 33, and there are 6 actions set down under Order XIV, an increase of 3. The total in the Divisional Court is 141, as compared with 164 last year. The Crown Paper shows an increase from 53 to 63, the Civil Paper a decrease from 80 to 59. The remainder consists of 12 cases in the Revenue Paper, one in the Special Paper, and 6 under special statutes. There are the same number of final appeals in the Court of Appeal as last year, namely 100, consisting of 70 from the King's Bench Division, 16 from the Chancery Division, 4 from the Probate, Divorce and Admiralty Division, and 10 from county courts in workmen's compensation cases. The total increase in the number of cases down for hearing is 216, a not altogether unsatisfactory state of affairs.

Futurity in Statute Law.

In a recent issue of The Solicitors' Journal ("Current Topics," 10th February, 1934) it was pointed out that "to suppose that one Parliament can fetter the hands of its successors is a vain imagination." The sovereignty of Parliament in this respect is indicated by the maxim *Leges posteriores priores contrarias abrogant*. This feature was long ago noted, epigrammatically, by a French critic who said of the British constitution that "*Elle n'existe point.*" Nevertheless Parliament has, from time to time, phrased its enactments in terms showing an intention to effect something unalterable. It has also had regard to the future in other ways which will be briefly mentioned below.

The First Article of Union agreed upon by the Parliaments of Great Britain and Ireland in 1800 declared that the said Kingdoms should upon 1st January, 1801, "and for ever after" be united; and the Fifth Article, which united the established churches, declared that the doctrine, government, etc., of the united established church "shall be and shall remain in full force for ever as the same are now by law established for the Church of England." The first operative section of the Act of Union confirmed the Articles and enacted that "the same shall be in force and have effect for ever." But subsequent legislation illustrates the limitations of sovereignty in this case. By the Irish Church Act, 1869 (32 & 33 Vict. c. 42), the union created between the two churches was dissolved and the Church of Ireland ceased to be established by law. And the union of the kingdoms ceased, except as respects Great Britain and Northern Ireland, by virtue of the legislation of 1922 giving dominion status to the Irish Free State.

The Parliament Act of 1911 (1 & 2 Geo. 5 c. 13) in its preamble declared an intention which has not yet been carried out, if indeed it remains an intention: "Whereas it is intended to substitute for the House of Lords as it at present exists a Second Chamber constituted on a popular instead of hereditary basis." This declaration, at any rate, does not fit closely to the more recent proposals for reconstitution of the Upper House. At times, the Legislature has been a better prophet. For instance, the Irish Education Act, 1893, provided for its future administration by county councils to be established by some later legislation, which in fact was introduced and passed five years later.

In one matter, at any rate, Parliament has made useful dispositions in a future sense. The Interpretation Act, 1889 (52 & 53 Vict. c. 63), laid down rules of construction for, and provided for the shortening of the language to be used in, future Acts of Parliament. That Act also supplied shortened references to various basic statutes "and any Act, past or future, amending the same."

Parliament frequently makes a distinction between temporary and "permanent" Acts without any intention of fettering the hands of its successors. It has for long been the practice to limit the duration of enactments of certain kinds, and to prolong that duration, if required, for some further specified period. These temporary laws are continued in groups by an Expiring Laws Continuance Bill. At times there is an overhaul of these by a Parliamentary Committee; and in the year 1922 such an overhaul resulted in a statute (12 & 13 Geo. 5 c. 50) which repealed some temporary Acts, continued the duration of some others, and added a third group to the category of "permanent" Acts.

When Parliament wishes, not to fetter the hands of its successors, but, on the contrary, to give a hint that a matter is liable to be re-considered, there are at least two courses which it can adopt. In the first place there is the expedient of limiting the duration of the enactment, as mentioned above. There is also a less definite formula of which use is often made: "until Parliament otherwise determines." In the Unemployment Insurance legislation which is at present before Parliament there will be found an instance of this. It will be remembered that the Bill for the Unemployment Insurance Act of 1930, when it reached the House of Lords, was amended by the insertion of words limiting its duration till the 30th June, 1933. The limit was extended for twelve months by a later statute (23 & 24 Geo. 5, c. 26), so as to carry over until the passing of the legislation of the present session. The new Bill does not go so far as to make the 1930 enactments "permanent"; it contents itself with keeping them in force "until Parliament otherwise determines." The framers of the 1930 Bill intended that it should belong to the category of permanent, as distinguished from temporary, law; and they included, as of course, a good many repeals of earlier enactments of the code. When the House of Lords limited the duration of the Bill, the repeals had of necessity to be converted into suspensions. Hence an unusual provision whereby various enactments were made to "cease to have effect" until 30th June, 1933, and thereafter the previous Acts were to have effect as if the 1930 Act had not been passed.

Happily it is not often the case that the programme of a political party involves a direct abrogation of statutes obtained by another party when in power. There is, however, an instance of this in the legislation concerning trade disputes and trade unions. Before 1913 trade unions could not apply their funds for political purposes; in that year Parliament sanctioned the application of union funds to those purposes, subject to a preliminary ballot and subject to a member's right to object to contribute—i.e., a member could "contract out." The 1927 Act reversed this procedure by making the demand of a contribution illegal, unless the member first expressly notifies his willingness to contribute, i.e., he can "contract in." The late Government introduced a Bill which included a provision for repealing the "contracting in" enactment of 1927 and restoring the "contracting out" system of the 1913 Act. Such abrupt changes are fortunately rare in Westminster legislation. As a rule, development is more gradual, taking place by way of extension or amendment—rather than reversal—of existing statute law.

Breach of Statutory Duty to Insure.

Nowadays statutes and regulations designed to protect the public or sections of the public seem to pour forth in a never-failing stream, and it becomes a matter of increasing practical importance to elucidate the law with regard to tortious liability for breach of statutory duty. Sir John Salmond, in the seventh edition of the "Law of Torts" (1928), p. 635, states the rule quite simply in these words: "The breach of a duty created by statute, if it results in damage to an individual, is *primâ facie* a tort, for which an action for damages will lie at his suit. The question, however, is in every case one as to the intention of the Legislature in creating the duty, and no action for damages will lie if, on the true construction of the statute, the intention is that some other remedy, civil or criminal, shall be the only one available."

This general rule was stated by Stephen, J., in *Vallance* v. *Falle*, 13 Q.B.D. 110, to be that "the provisions and object of the particular enactment must be looked at in order to discover whether it was intended to confer a general right which might be the subject of an action, or to create a duty sanctioned only by a particular penalty, in which case the only remedy for breach of the duty would be by proceedings for the penalty. The decision in that case was that no civil remedy existed for the failure to give a seaman the certificate of discharge directed to be given by s. 172 of the Merchant Shipping Act, 1854, as that section provided a penalty, which might be applied wholly or in part to compensating the seaman, and it was clear on the construction of the Act that the proceeding for that penalty was the only remedy intended to be provided by the Act.

The limit of the rule must be carefully noted. It had already been made amply clear, in *Atkinson* v. *The Newcastle*

and Gateshead Waterworks Company (1877), 2 Ex. Div. 441, and in *Cowley* v. *Newmarket Local Board* [1892] A.C. 345, 352, that the broad general proposition laid down in *Couch* v. *Steel*, 3 E. & B. 402, that wherever a statutory duty is created any person injured through its breach can bring an action for damages against the person on whom the duty is imposed, was open to "very grave doubts." *Atkinson's Case* dealt with the Waterworks Clauses Act, 1847, imposing a duty on the undertakers to supply water and to keep pipes charged with water at a certain pressure, and imposing a penalty of £10 for breach, half to be paid to the informer and half to the overseers of the parish and a forfeit to the commissioners or a ratepayer of 40s. a day for each day during which neglect continued after written notice. It was held that "it was no part of the scheme of this Act to create any duty which was to become the subject of an action at the suit of individuals, to create any right in individuals with a power of enforcing that right by action"—at pp. 446, 447, per Lord Cairns, L.C.

These authorities were considered and followed in *Groves* v. *Wimborne* [1898] 2 Q.B. 402, where the Court of Appeal held that an action lay for breach of the duty to fence dangerous machinery laid down in s. 5 (4) of the Factory and Workshops Act, 1878. A. L. Smith, L.J., took into consideration the fact that under s. 82 not a penny of the fine imposed for breach necessarily went to the injured person or his family, but that "the provision is only that the whole or any part of it may be applied for the benefit of the injured person, or his family, or otherwise, as the secretary of state determines." He also observed that as the amount of the fine depended on whether the offence was venial or grave and not on the character of the injury inflicted, it could not have been intended by the Legislature to make the fine the only remedy. Vaughan Williams, L.J., said that the facts that another remedy was provided and even that part of a penalty was to go to the injured person, though important, were not conclusive.

The important recent decision of *Monk* v. *Warbey*, *ante*, pp. 162, 223, involved the question of the application of the rule with regard to the statutory duty to insure a motor car against third-party risks, as required by s. 35 of the Road Traffic Act, 1930. The defendant had lent the car to one of the persons guilty of negligence causing the accident, but had not taken out a proper policy as required by the Act. Mr. Justice Charles held that in view of the preamble to the Act—"to make provision for the protection of third parties against risks arising out of the use of motor vehicles," he found it "impossible to construe the Act as one which excluded persons on the public highway from the right to bring an action for damage sustained by them." The plaintiff had been unable to recover from the persons whose negligence was responsible for the accident, owing to the latters' lack of means, and therefore the uninsured owner was liable. It was true that penalties were provided by the Act which were personal to the wrongdoer, but that did not limit the liability of persons who acted in contravention of the Act. His lordship also decided that the damage was not too remote.

The case was described by his lordship as "not an easy one," but whether the decision on this entirely new point is correct or not, his lordship undoubtedly adopted the right course in considering "the purview of the Legislature in the particular statute, and the language which they have there employed" (per Lord Cairns, L.C., in *Atkinson* v. *Newcastle Waterworks Co.* (1877), 2 Ex. Div.) in a question whether a civil action can be brought for breach of a particular statutory duty. It may be argued that it is no part of the scheme of the Road Traffic Act, 1930, "to create any duty which was to become the subject of an action at the suit of individuals" (see per Lord Cairns, L.C., in *Atkinson's Case*, quoted above), and there is some weight in such an argument, but it remains to be seen whether the decision in *Monk* v. *Warbey* will stand the test of time.

Hotels: Public Liability Insurance.

III. THE SAFETY OF THE GUEST'S PROPERTY.

As regards the innkeeper's duty towards his guest's property, his position is much less favourable than his position with regard to the guest's personal safety. At common law the innkeeper is an insurer and his position "is not that of a bailee or pledger of goods; he is bound to keep them safely. It signifies not, so far as that obligation is concerned, if they are stolen by burglars, or by the servants of the inn, or by another guest; he is liable for keeping them safely unless they are lost by the fault of the traveller himself" (*Robins & Co.* v. *Gray* [1895] 2 Q.B. 501, C.A., per Lord Esher, M.R., at p. 504). The innkeeper's liability extends to money and all movables, and the innkeeper cannot rid himself of responsibility by pleading illness, nor that there was not negligence on his part (*Butler & Co. Ltd.* v. *Quilter* (1900), 17 T.L.R. 159), nor by informing the guest that he cannot be responsible for goods unless put under lock and key. The guest is under no obligation to ask for a key to his room, but failure to lock or bolt a room where the means are provided may be evidence of such negligence on his part as will disentitle him to succeed against the innkeeper (*Mitchell* v. *Woods* (1867), 16 L.T. 676; *Herbert* v. *Markwell* (1881), 45 L.T. 649; *Oppenheim* v. *White Lion Hotel Co.* (1871), 25 L.T. (N.S.) 93). The innkeeper remains liable even though the cause of the injury or loss remains unexplained (*Morgan* v. *Ravey* (1861), 6 H. & N. 265), and it is only negligence on the guest's part, or the act of God or of the King's enemies which exonerates the innkeeper. The goods need not be in the special keeping of the innkeeper, for the innkeeper is liable for the safety of the goods within the whole area of the inn, including the out-houses and grounds. He may even be responsible for the goods of his guest outside the inn premises, if the goods are placed there by the order or under the direction of the innkeeper (*Calye's Case* (1584), 8 Co. Rep. 32). This principle has been applied in modern times to horse carriages and motor cars placed outside the inn (*Jones* v. *Tyler* (1834), 1 Ad. & Cl. 522; *Aria* v. *Bridge House Hotel (Staines) Ltd.* (1927), 137 L.T. 299). This is a very important point for insurers to remember.

This very onerous duty incumbent on the innkeeper to take care of his guest's goods is considerably diminished in the case of any innkeeper who cares to take advantage of the Innkeepers' Liability Act, 1863 (26 & 27 Vict. c. 41, 4, 1–3). Many innkeepers seem to be under the impression that provided they are insured against all claims which they may have brought against them on account of any loss of or damage to a guest's property they are safe, but even if the insurer does not insist on the display of the notice it is far wiser for the insured to display it more especially if his premises are unquestionably an inn. By the Act (Innkeepers' Liability Act, 1863 (26 & 27 Vict. c. 41), ss. 1-3), it is provided that:—

"(1) No innkeeper shall be liable to make good to any guest of such innkeeper any loss of or injury to goods or property brought to his inn, not being a horse or other live animal, or any gear appertaining thereto, or any carriage, to a greater amount than the sum of thirty pounds, except in the following cases (that is to say):—

(i) Where such goods or property shall have been stolen, lost or injured through the wilful act, default or neglect of such innkeeper or any servant in his employ;

(ii) Where such goods or property shall have been deposited expressly for safe custody with such innkeeper:

"Provided always that in the case of such deposit it shall be lawful for such innkeeper, if he thinks fit, to require, as a condition of his liability, that such goods or property shall be deposited in a box or other receptacle, fastened and sealed by the person depositing the same.

"(2) If any innkeeper shall refuse to receive for safe custody, as before mentioned, any goods or property of his guest, or if any such guest shall, through any default of such

innkeeper, be unable to deposit such goods or property as aforesaid, such innkeeper shall not be entitled to the benefit of this Act in respect of such goods or property.

"(3) Every innkeeper shall cause at least one copy of the first section of this Act, printed in plain type, to be exhibited, in a conspicuous part of the hall or entrance to his inn; and he shall be entitled to the benefit of this Act in respect of such goods or property only as shall be brought to his inn while such copy shall be so exhibited."

The word "wilful" in s. 1 does not, apparently, limit the words "default" or "neglect" (*Squire* v. *Wheeler* (1867), 16 L.T. 93). The onus of showing that the loss or injury occurred through such "wilful act, default or neglect" lies upon the guest (*Whitehouse* v. *Pickett* [1908] A.C. 357), and he must prove that he communicated his desire to deposit them for safe custody to the innkeeper and that the latter received them with that purpose (*ibid.*, see also *Moss* v. *Russell* (1884), 1 T.L.R. 13 L.A.). On the other hand, it is incumbent on the innkeeper to display the *full wording* of s. 1 of the Statute, otherwise he is not protected thereby (*Spice* v. *Bacon* (1877), 1 Ex. D. 463, C.A.). The proper exhibition of the section is a condition precedent to the immunity granted by the Act (*Hodgson* v. *Ford & Sons* (1892), 8 T.L.R. 722, C.A.; *Heane* v. *Norfolk Hotel Co. Ltd.* (1891), T.L.R. 213, C.A.), and a notice placed on the first floor of an hotel has been held insufficient (*Carey* v. *Long's Hotel Co.* (1890), 7 T.L.R. 641, C.A.). Moreover, it must be remembered that since to be a guest a person need not be actually in residence in the inn it may be necessary to affix the notice in a place where it will be brought to such a guest's attention (*Cryan* v. *Hotel Rembrandt, Ltd.* (1925), 13 L.T. 395).

Company Law and Practice.

Club Companies.

At the expense of a slight digression from the strict ambit of this column, I propose this week to refer in some detail to a rather special kind of company with which practitioners are from time to time called upon to deal—namely, the club company. It is surprising how little some practising lawyers appear to know about the constitution and legal significance of a club. The article in "Halsbury" on clubs is exceedingly helpful, and is the main source of assistance to those in search of information on the subject.

It will perhaps not be out of place to remind ourselves of the various kinds of clubs with which we may be called upon to deal. There is, first of all, the unincorporated members' club, which is a club owned and run by the members for themselves not with a view to profit. Then there is the unincorporated proprietary club, that is to say, the club run by an individual or a group of individuals for the purpose of profit—most night clubs come within this category. Thirdly, there is the club incorporated under the Companies Acts, with which we are particularly concerned; and there should further be included in our list working men's clubs registered under the Friendly Societies Acts, and lastly, shop clubs, neither of which classes comes within the scope of our discussion.

Now, a club incorporated under the Companies Acts may be either a members' club or a proprietary club. If it is a proprietary club, it means that the company itself is in the position of the proprietor. This particular class of club is a very large one, as it is obvious that, if a club is being run as a commercial proposition, it is desirable that those responsible for it should avail themselves of the advantage of limited liability in connection with their undertaking. In general, there is usually little or no difficulty experienced in the formation and management of incorporated proprietary clubs. The company and the club are two distinct entities, and members of the one may be quite distinct from members of the other. The members of the club are governed by the rules of the club, and the members of the company by the articles of association.

But where it is desired that the club and the company should be coincident, as in the case of an incorporated members' club, much greater care is needed. There are, of course, several advantages which a members' club may enjoy by turning itself into a company. Apart from the satisfaction of knowing that the liability of the members is limited, it can also sue and be sued as a legal entity and thereby escape the various technical difficulties arising from the curious legal position of the unincorporated members' club. As Lord Lindley said in *Wise* v. *Perpetual Trustee Co.* [1903] A.C. 139, "Clubs are associations of a peculiar nature. They are societies, the members of which are perpetually changing. They are not partnerships; they are not associations for gain, and the feature which distinguishes them from other societies is that no member as such becomes liable to pay to the funds of the society or to any other person any money beyond the subscriptions required by the rules of the club to be paid so long as he is a member." The principal necessity which should be paramount in the mind of the draughtsman when turning an unincorporated members' club into a company is that of preserving the unity of identity between the club and the company.

The company in the case of the members' club may be formed as a company limited by shares or by guarantee. It has been suggested that the latter is the more convenient form, but except in the case of small clubs whose activities are strictly limited in scope, e.g., a small golf-club, it is probable that a share capital is preferable. The reason for this is that so many clubs nowadays cater for more than one kind of activity, and it is often useful to be able to define the various classes of members in the club by means of the different classes of shares which they hold, and which may entitle them to varying degrees of control over the affairs of the club as a whole. In certain matters, notably in connection with the application for licences to sell intoxicating liquor, it is essential that every individual member should have an equal degree of control, but there is no reason why, say, in the appointment of the house committee, a full member holding preference shares should not be able to outvote a five-day member holding ordinary shares. A word of caution here, however, and that is that those responsible for the legal side of the conversion should bear in mind that the secretary of the new company will probably be the same person as the secretary of the members' club, who will not be accustomed to dealing with a company. For this reason the machinery of the company should be kept in as simple a form as possible to start with.

In the type of company we are dealing with, the articles of association will take the place of the rules of the club, as the members of the club and the company are the same persons. It is found, however, in practice, that the most satisfactory method is to include in the articles a power to the committee of the club, who will be the directors of the company, to make bye-laws in connection with the various activities of the members. There will thus be bye-laws regulating the use of the club premises, the fees to be paid for the various games, and many other minor matters which may not conveniently be included in the articles themselves. The article giving the power to make bye-laws should provide for their alteration, either with or without the consent of the club in general meeting, or at the discretion of the committee. It is most important that the usual article, conferring the general power of running the club upon the committee, should include a power of delegation to sub-committees, so that the ordinary practice of leaving certain matters to green committees, card committees and the like, may be interfered with as little as possible. It may be further thought desirable to include a power to co-opt members of the club who are not members of the committee to the sub-committees, and this will be found

useful in many cases. The objects of the club must, of course, be set forth in the memorandum in the usual way, and should be in comprehensive terms.

I have already stressed the importance of ensuring that the members of the club and the company shall be the same persons. In order to prevent the shares of the company becoming vested in strangers it is usual to include in the company's articles power to the directors to enforce a transfer of the shares upon the death of a member, or upon a shareholder ceasing for any reason whatever to be a member of the club. The provisions usually found in the articles of private companies are readily adaptable. In the absence of power to requisition a transfer, it is inevitable that sooner or later the shares of the company will get into the hands of persons who are not members of the club, with the result that the powers of the active members may be jeopardised. In the case of an incorporated proprietary club, it is commonly provided that every member of the club must hold at least one share in the company and that, upon ceasing to be a member of the company, he shall cease to be a member of the club.

With regard to the difficulties sometimes encountered when clubs which have been turned into companies apply for a licence to sell intoxicating liquor, it is important to remember s. 95 of the Licensing Act, 1910. That section sets forth certain grounds for striking a club off the register, and one of the grounds is that the supply and sale of intoxicating liquor is not under the control of the members, or of a committee appointed by the members. No unregistered club may supply drink to its members, so it is important when determining the constitution of the club to make it perfectly clear that the wine committee is appointed by all the members of the club, and not by a majority or a minority of their number. The effect of supplying drinks to the members will then be more strictly a "transfer," and not a "sale."

A Conveyancer's Diary.

The Burden of Repairs of Property Held on Trust for Sale.

I HAVE recently had my attention called once again to the powers and duties of trustees for sale with regard to improvements and repairs of land and buildings which are subject to the trust. I have discussed this before, but do not think that I need make excuse for recurring to it, especially as there are one or two points which have been put to me which I had not hitherto considered.

It will be remembered that by s. 28 (1) of the L.P.A., 1925, it is enacted that—

> "Trustees for sale shall, in relation to land or to manorial incidents and to the proceeds of sale, have all the powers of a tenant for life and the trustees of a settlement under the Settled Land Act, 1925, including in relation to the land the powers of management conferred by that Act during a minority . . ."

Referring to the provisions of the S.L.A., 1925, as to the powers of a tenant for life or of the trustees of a settlement acting as statutory owners during a minority, it will be found that the trustees have the widest possible discretion vested in them to decide whether the cost of improvements or repairs shall be paid out of capital or out of income, or partly out of the one and partly out of the other.

Before 1926, the law was well established and was stated by Cotton, L.J., in *Re Hotchkys* (1886), 32 Ch.D. 408, at p. 418: "According to my view, as I have already expressed it, the burden of repairing, if it is necessary and proper, ought to be thrown upon the estate in such a way as not to throw it entirely upon the tenant for life or upon the remainderman." The court would then have interfered to prevent any unequal or unfair distribution of the cost of improvements or repairs.

The law has, however, been altered (or so it seems) by giving to trustees for sale an absolute discretion to throw the whole burden of such matters upon income or upon capital as they may deem fit. That is the result of giving to trustees for sale all "the powers of management conferred by 'the S.L.A.' during a minority."

The powers conferred upon the trustees of a settlement during a minority are to be found in s. 102 of the S.L.A., 1925. Under that section trustees have practically unlimited powers. It will suffice here to refer only to one of them—sub-s. (2) (*b*)—which confers a power "to erect, pull down, rebuild and repair houses and other buildings and erections."

I have recently had to consider the following case, which by leave of my clients I am entitled to state, without, of course, mentioning names.

A testator devised and bequeathed all his property to his three sons upon trust for sale and to pay the income to his widow during her life or until her re-marriage, and after her death or re-marriage in trust for the three sons absolutely. The testator was entitled to a considerable number (a whole street of about 100) of small houses, all held in fee simple. He also left a certain amount of personalty producing a not inconsiderable income.

The three sons as trustees proceeded, shortly after the testator's death, to pull down and rebuild the freehold houses. They did it by degrees extending over a period of ten years or more, and they paid the whole cost out of the widow's income. The property to which they were entitled subject to the widow's life interest thus became greatly enhanced in value. Some of the houses, no doubt, required repairing, but it could hardly be said that reconstruction was a necessity. Nevertheless it was done. During the whole of that time the widow did not receive a penny! In reply to inquiries by her solicitors it was stated that the whole of her income was being expended in "pulling down, rebuilding and repairing the houses," and that the trustees in the exercise of their discretion had determined to pay the expenses of these operations out of income. Fortunately the widow had ample means of her own, so in that particular case no hardship was caused. To complete the story, I may say that a summons was issued on the widow's behalf asking for the directions of the court as to the division of the cost of rebuilding as between capital and income, and I thought that here at last was a case where the court would be bound to decide the real question at issue. But, alas! Such is the frailty of women, the widow remarried before the summons could be heard and the proceedings were discontinued. If only this lady had understood what a benefit she would have conferred upon many less fortunately placed than herself by pressing on with her summons notwithstanding her remarriage, I believe that she would have done it, the risk as to costs being in her case a mere bagatelle.

Now, I confess I should have been in a most difficult position in arguing the case for the widow. I should, of course, have done my best with it, but all the authorities seem, when properly considered, to be against me. Yet I have no hesitation in saying that what the trustees did was flagrantly unjust and would have been scandalous if the widow had not resources of her own, which, in principle, of course, cannot be regarded.

If the trustees were justified, then the law should be altered; if they were not, it is curious that in the number of cases decided in this connection not one of the judges has really grappled with the question.

I have referred to the authorities before, but, perhaps, the reader will forgive me, in the circumstances, if I shortly capitulate them.

In *Re Grey* [1927] 1 Ch. 242, Clauson, J., held, in effect, that the trustees had an absolute discretion to apply the whole income towards the payment of the costs of rebuilding or repairs which before the Act the court would have directed

to be paid out of capital on the principle of *Re Hotchkys*. The same learned judge seems rather to have wilted on his judgment, as will be seen by a reference to his observations in *Re Conquest* [1929] 2 Ch. 353. Of course, his lordship left the question open whether or not the court would interfere if it appeared that the trustees had exercised their discretion inequitably as between the person entitled to a life interest and the persons entitled subject thereto.

Re Robins [1923] Ch. 721 was a case where the trustees had not exercised any discretion, but had left it to the court to decide. Tomlin, J., held that the expenditure of the trustees in that case ought to be paid out of capital. It is quite plain, however, that the learned judge would have held in the circumstances of the case which I have put that the trustees had an absolute discretion which could not be overridden by the court.

I think that the judgment of Eve, J., in *Re Whitaker* [1929] 1 Ch. 662, may be of some help in cases of this kind, but I doubt whether it carries us much further, because the trustees surrendered their discretion to the court. That also happened in *Re Smith* [1930] 1 Ch. 88, when Maugham, J., expressly stated that he was treating the matter as one in which the administrators (who were in the position of trustees) had not exercised their discretion, but were submitting the matter to the court.

So far then, it seems that a person who is entitled to the income of the proceeds of sale of property held upon trust for sale may find that the whole of his income may be expended upon erecting, pulling down, rebuilding, or repairing houses or other buildings or erections, all for the benefit of those entitled after him, and although, in fact, the income resulting from the estate may be considerable (and, of course, what the settlor or testator meant him to have) it may be entirely expended by the trustees for the benefit of the remainderman.

No doubt the court would, on general equitable principles, interfere if the trustees exercised their discretion in such a way as to benefit themselves, and that was what I was hoping to have an opportunity of putting in the matter to which I have referred—but I cannot see why the Legislature should have deprived the court (as it appears to have done) of the discretion which it has hitherto beneficially exercised as between a "tenant for life" and a "remainderman" where the trust property is held upon trust for sale.

There are some other points which I had intended to mention but I must defer them to another diary.

Landlord and Tenant Notebook.

Illegal Distress and Injury to Credit.

How does the measure of damages in replevin proceedings compare with that to be applied in an action for illegal distress? The same facts give rise to both remedies; but the remedies have some essential differences. An action for illegal distress is, after all, nothing more or less than action for trespass and/or trover; while replevin was designed to enable an aggrieved distrainee quickly to recover chattels, the absence of which causes him embarrassment. The position was explained by *Gibbs* v. *Cruikshank* (1873), L.R. 8 C.P. 454, in which the plaintiff, not content with a victory in a replevin action in the county court, sued the distrainors (his landlord's mortgagees) for illegal distress in the Court of Common Pleas. The amount awarded in the county court was £2 6s. 8d. (as against his claim for £50), and in his pleading he now complained of having been prevented from carrying on his business, and that he was believed by various customers to be incapable of carrying on his business by reason of poverty and insolvency and so forth. To which the defendants answered that the plaintiff had already recovered £2 6s. 8d. "in respect of the same identical causes of action herein pleaded." (One would have expected a plea of *res judicata* to be the last to offend in respect of tautology.) And it was held that, in so far as concerned the trespass to goods, the plea was good; the test of *res judicata* was indeed cause of action, not damage. This, however, did not affect the trespass to land, an illegal distrainor being a trespasser *ab initio*, and replevin not being concerned with trespass to land. In the particular case the claim was met by another plea, the plaintiff having taken the premises from the mortgagor contrary to the provisions of the mortgage, and thus being a tenant at will; but the authority shows that it is possible to launch two actions.

What is of particular interest, however, is that the court observed that in replevin actions, provided the goods were returned, the expenses of the bond were the measure of damage *in most cases*. It is clear that the plaintiff was not recompensed for the alleged injury to his business by the award of £2 6s. 8d.; and what is worth going into is the question whether, in the ordinary case of illegal distress, which sends the distrainee to his solicitor with bitter complaints of injured credit and injured feelings, can he, either by replevying or by suing for trespass, or both, obtain redress in respect at least of the injury to his credit?

The authorities are not very helpful. There are decisions which show that the position of him who wrongfully distrains is not a happy one. In *Attack* v. *Bramwell* (1863), 3 B. & S. 520, it seems that rent was due, but the bailiff having effected entry by force (breaking open an outer door) the entry was void, and the tenant, by suing for illegal distress, was able to recover the value of the goods distrained without deduction of rent due. In *Sware* v. *Leach* (1865), 18 C.B. (N.S.) 479, a pawnbroker recovered the value of pledges, privileged as articles delivered to him in the way of his trade, and this though they had attained the status of "unredeemed." But such cases merely show that the illegal distrainor will be hard put to it to find a technicality which will avail him.

But in *Smith* v. *Enright* (1893), 69 L.T. 724, a replevin action, the court, by going rather further afield, established the principle that even in such a proceeding damages were not necessarily limited to pecuniary loss. The particulars of damage pleaded by the tenant in the county court had comprised five items: £5 for illegal distress, £2 7s. 6d. for the costs of the replevin, £5 for solicitor's costs in connection with the replevying, £5 for interference with business, and £10 for injury to credit and reputation. The first and last had been disallowed by the judge, and, on appealing, the plaintiff abandoned the £5 for illegal distress in view of *Gibbs* v. *Cruikshank*. But on the strength of the *dicta* as to measure in that case, the court upheld the £10 for injury to reputation, and invoked a decision which at first sight appears to have little to do with the matter, *Brewer* v. *Dew* (1843), 11 M. & W. 625. In that case a creditor had committed trespass to enforce payment of his debt; the debtor's credit (he apparently "took boarders") had been much impaired, and an award of "vindictive damages" was upheld.

When once one realises that, apart from technicalities and special circumstances, an action for illegal distress or a replevin action is nothing but an action for trespass to land and/or goods, it is clear that there is no reason why exemplary damages representing more than the monetary loss should not be awarded. As was pointed out by Maule, J., in *Williams* v. *Currie* (1845), 1 C.B. 841, when dealing with the case of a landlord who had entered and felled trees without the tenant's permission and who had done a lot of damage to land and crops, if the jury were restricted to awarding the amount of the pecuniary loss, a wrong-doer would be placed upon precisely the same footing as one who entered with permission.

It is true that the authority of *Smith* v. *Enright* has been questioned, on the strength of the decision in *Dixon* v. *Calcraft* [1892] 1 Q.B. 459, C.A. That case was brought under the Merchant Shipping Act, 1876, s. 10, being a claim for "compensation for loss or damage" from the wrongful seizure

of a ship mistakenly thought not to comply with safety regulations. The aggrieved owner claimed (from the Secretary to the Board of Trade), in addition to pecuniary loss occasioned by the seizure, damages for loss of reputation, and this claim was disallowed. But it should be remembered that the court were dealing with a special cause of action created by statute, and there was no occasion for the liberal construction contended for the plaintiff. I see no reason why this should affect the measure of damages in what is substantially a common law action for trespass, in which vindictive damages have always been allowed when circumstances so warranted. The policy of the courts has been to frustrate any attempt to make the right of distress an instrument of oppression; the Legislature has, of recent years particularly, endorsed this policy; even that harsh and unconscionable (as Blackburn, J., called it) statute, the Sale of Distress Act, 1689, which was very much the other way, gives (by s. 5) the tenant a right of action in illegal distress for double the value of the goods distrained in the special case when no rent was in arrear.

I have toyed with the idea of suggesting that an illegal distress might, in some circumstances, give rise to a well-founded action for defamation—but perhaps that is outside the scope of this "Notebook."

Our County Court Letter.

NERVOUS SHOCK AND WORKMEN'S COMPENSATION.

THE principle of *Yates* v. *South Kirby etc. Collieries Ltd.* [1910] 2 K.B. 538, was recently followed at Walsall County Court in *Benton* v. *West Cannock Colliery Co. Ltd.* The applicant's case was that (1) on the 28th November, 1928, he had been working in the pit with his nephew, whom he had seen cut to pieces by an electric coal cutter; (2) the consequent nervous shock had caused total incapacity, and the respondents had paid full compensation (viz., £1 4s. 10d. a week) until the 10th December, 1933; (3) the amount had since been reduced to 16s. 5d., on the ground that the applicant was fit for light work, whereas his body was still in a constant tremor and the effects of the shock were unabated. The respondents' case was that (*a*) the applicant occasionally served customers in his wife's shop; (*b*) he ought to try to work for his own good. His Honour Judge Tebbs observed that the latter was not the issue, the point being whether the applicant was fit for work. By consent, an award was made of £450 (with costs) in full and final settlement. It transpired that the medical evidence (on both sides) was that, on the settlement of the question of compensation—coupled with the knowledge that he would never again have to visit the colliery or a law court—the applicant might make a full recovery.

DOCTOR'S LIABILITY FOR NEGLIGENCE.

IN the recent case of *Eklund and Wife* v. *Cairns*, in the Liverpool Court of Passage, the claim was for damages for negligence, by reason of the death of the plaintiff's son, who was alleged to have died from peritonitis, due to appendicitis, the existence of which the defendant had failed to diagnose. The defence was that (1) there was no appendicitis, as the peritonitis was due to a blood infection, (2) only pecuniary loss was claimed, but there was no evidence of any pecuniary advantage which the plaintiffs expected from the continued life of the deceased. The learned deputy judge (Mr. Fraser Harrison) overruled the submission that there was no case to go to the jury, to whom he explained (in summing up) that (*a*) the defendant should be judged by the standard of the general practitioner, (*b*) it did not follow that a man, who made a mistake, had also been negligent. The jury found for the plaintiffs, in the sum of £50, and judgment was given accordingly, subject to a stay of execution for twenty-one days.

EXECUTORS' LIABILITY FOR NURSING EXPENSES.

IN *Elliott* v. *Oldham and Another* recently heard at Spalding County Court, the defendants were sued as personal representatives of John Oldham deceased, for the sum of £57 4s. The plaintiff's case was that (*a*) she was the niece by marriage of the deceased (to whom she had acted as housekeeper) and was entitled to the following amounts: £31 4s. for money spent on food; £16 for special nursing, during the eight weeks' illness of the deceased; £10 for repairs to a cottage (the property of the deceased) into which the plaintiff had moved, (*b*) the deceased had only bequeathed £20 to her, although he had promised her a legacy of £100 if she would look after him. The defendants denied liability, and His Honour Judge Langman held that (1) there was no evidence of any undertaking by the deceased to pay the first item, (2) as the plaintiff was in the house, the second item was part of her services, (3) the plaintiff alone was liable for the third item, as the bill was made out to her, instead of to the deceased. Judgment was, therefore, given for the defendants, with costs.

Practice Notes.

BUILDER'S LIABILITY FOR COMMISSION.

THE County Court Rules, Ord. X, r. 18, require notice of a statutory defence to be given, as shown by the recent case of *Evans* v. *Gue* at Newton Abbot County Court. The claim was for £40, viz., 5 per cent. commission on £800, being the value of a building contract obtained through the plaintiff's introduction. The plaintiff's case was that (1) in 1932 he had sold some land, and the purchaser (wishing to build a bungalow) asked the plaintiff the name of a builder; (2) the plaintiff therefore offered the business to the defendant, under a verbal agreement for the payment of 5 per cent. commission. The defendant's case was that (*a*) the plaintiff, having mentioned that he had a client, asked for £25, to which the defendant replied "More like five"; (*b*) no mention of 5 per cent. was made, and the plaintiff (having introduced the purchaser as a customer) had walked away, after about a minute's conversation; (*c*) the plaintiff (being already his purchaser's agent) was precluded from also receiving any commission from the builder, owing to the Prevention of Corruption Act, 1906. His Honour Judge the Hon. W. B. Lindley remarked that the latter defence had not been pleaded, and the plaintiff had not become the agent of the person who bought the land. No question of corruption therefore arose, and the plaintiff was entitled to judgment for 5 per cent. on £720, viz., £36, and costs. It is to be noted that the above Act merely creates a misdemeanour, and does not expressly deal with the validity of a contract, which contravenes the Act. The courts will nevertheless hold that such a contract is voidable, as in *In re a Debtor* [1927] W.N. 185. The Court of Appeal there held that a receiving order should not be made, even on a judgment debt, if the creditor has committed a breach of the above Act.

PROCEDURE IN PROBATE AND MATRIMONIAL PROCEEDINGS.

We are obliged to the Senior Registrar for sending us the following Practice Notes, which we take the opportunity of reprinting in full:—

PROBATE, DIVORCE AND ADMIRALTY DIVISION.

PROBATE AND DIVORCE.

It has been decided that, in future, changes of practice affecting the conduct of Matrimonial and contentious and non-contentious Probate business shall be published in the form of Practice Notes.

The issue of Directions, to be communicated only to the Staff of the Registry, will in future be confined solely to matters of internal management not affecting the practice of the Court.

PRACTICE NOTES.

DIVORCE.

(1) *Maintenance: Issue of Adultery.*

Where an issue of adultery (not determined in the suit itself) is raised upon a petition for maintenance, permanent alimony, or periodical payments, the direction of the Judge should be taken as to how the several issues in the pleadings shall be determined. In order to avoid delay by first taking an appointment before a Registrar, the matter may be brought before the Judge by summons.

(2) *Allegations in Discretion Statement.*

Where, in the Statement filed in support of a prayer for the discretion of the Court, a party alleges on the part of the other spouse adultery, or some other matrimonial offence, which is not referable to any specific allegation in the pleadings, notice of such allegation must be given to the other spouse. The party must be prepared to satisfy the Court at the hearing that such notice has been given, or to justify the failure to give the same.

W. INDERWICK,
28th March, 1934. Senior Registrar.

Reviews.

Hill and Naylor's Landlord and Tenant Act, 1927. Second Edition. 1934. By H. A. HILL, B.A. (Oxon) and T. W. NAYLOR, B.A., LL.B., of Gray's Inn, Barristers-at-Law. Demy 8vo. pp. xx and (with Index) 163. London: The Solicitors' Law Stationery Society, Limited. 10s. net.

This is a second edition of Hill and Phelps' "Guide to the Landlord and Tenant Act, 1927," to which has been added some notes on "Compensation for Goodwill" and a "Claim for New Lease," by William Hill, chartered surveyor. The new edition has been thoroughly revised and brought up to date. It embodies all the important decisions on the Act, carefully annotated, and in particular deals very fully with the effect of the judgments in *Simpson* v. *Charrington & Co. Ltd.* The learned authors have adopted the time-honoured method of setting out the text of the statute with annotations section by section. These annotations are on a much more helpful basis than is usual. For instance, the annotations to s. 3 (6) set out fully the procedure to be followed by a tenant proposing to make an improvement in respect of which he may subsequently desire to claim compensation. That is a practical helpful method of annotation. Again, under s. 17, the note elaborating the meanings of "trade," "business" and "profession" is very full and helpful. Many other illustrations might be given testifying to the fact that the volume before us is obviously the book likely to be most useful to practitioners concerned in cases arising under the Act.

The Stock Exchange Official Year Book, 1934. Compiled and edited by the Secretary of the Share and Loan Department of The Stock Exchange. Crown 4to. pp. cxcvi and 3204. London: Thomas Skinner & Co. 60s. net.

Under this new title have been amalgamated for the first time the "Stock Exchange Official Intelligence," and the "Stock Exchange Year Book." It is sufficient to say that in the amalgamation nothing has been lost and much has been gained. It is an essential work of reference.

Precedent in English and Continental Law. By A. L. GOODHART, D.C.L., LL.D., Professor of Jurisprudence. 1934. Demy 8vo. pp. 55. London: Stevens & Sons, Ltd. 3s. 6d. net.

This inaugural lecture delivered before the University of Oxford describes the methods of using precedents in English and in continental law. With some of the author's conclusions Professor Sir W. S. Holdsworth joins issue ("Law Quarterly Review," April, 1934, p. 180). It would appear that the controversy about the value and application of precedents is best decided by adopting the view of the present Lord Chancellor, expressed in his recent address to the Bristol University: "No one will under-rate the value of precedent . . . yet lawyers should not be hide-bound by precedent, and averse to any change. They should reflect and consider how best from their experience they can assist in reforming and improving our legal system" (quoted at p. 55). Professor Goodhart's lecture is most illuminating, in particular on the value of precedent in international law.

Books Received.

Converting a Business into a Private Company. Tenth Edition. 1934. By HERBERT W. JORDAN, Company Registration Agent. Crown 8vo. pp. 50. London: Jordan & Sons, Limited. 1s. 6d. net.

The Law of Easements; Founded on Select Cases. With Notes by DOUGLAS AIKENHEAD STROUD, LL.D. (Lond.), Assistant Solicitor to the Post Office. 1934. Royal 8vo. pp. xxii and (with Index) 263. London: Sweet & Maxwell, Limited. 17s. 6d. net.

De-Rating Appeals, Vol. IV: English and Scottish Appeals. November, 1932, to December, 1933. Edited by CLIVE G. TOTTENHAM, of Gray's Inn, and the Oxford Circuit, Barrister-at-Law. 1934. Royal 8vo. pp. xv and 111. London: "Rating and Income Tax." 11s. post free.

Kettridge's Shorter Commercial and Financial French Dictionary. By J. O. KETTRIDGE, Officier d'Académie, F.S.A.A., A.C.I.S. 1934. Crown 8vo. pp. 288. London: George Routledge and Sons, Limited. 5s. net.

Gibson's Criminal and Magisterial Law. Tenth Edition. 1934. By ARTHUR WELDON, Honours, 1881, and L. CRISPIN WARMINGTON, Solicitor, Honours, 1909. Royal 8vo. pp. liv and (with Index) 366. London: "Law Notes" Publishing Offices. £1 1s. net.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London and Liverpool.]

Correspondence.

[*The views expressed by our correspondents are not necessarily those of* THE SOLICITORS' JOURNAL.]

Service of Process (Justices) Act, 1933.

Sir,—With reference to your note hereon in your issue of 6th January last (p. 1), it may interest you to know that we have in New Zealand a similar procedure for civil summonses in certain cases.

Our practice, when the letter is registered at the Post Office, is to pay a small extra fee for an acknowledgment of delivery form, which accompanies the letter and has to be signed by the person receiving the letter before delivery to him. This is then returned to the person who is to make the affidavit of service (i.e., the Clerk of the Magistrate's Court).

No doubt the British Post Office has a similar system, and this should meet the objections mentioned by you.

Dunedin, N.Z. G. T. BAYLEE.
1st March.

Sir Gerald Fitzroy Hohler, K.C., J.P., of Chelsea, and of Stansted, Kent, left unsettled estate of the gross value of £45,469, with net personalty £34,161. He left to Stansted Parish Council a small strip of land planted as a garden at the rear of the War Memorial at Stansted and forming part of such memorial, and £300 upon trust for the upkeep of the said War Memorial.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Rent Restrictions Acts—Decontrol.

Q. 2953. If a house consisting of two floors comprises two dwelling-houses within the meaning of the Rent Acts (that is, each floor is a dwelling-house) and both floors fall vacant and come into the landlord's possession, does the whole house thereby become decontrolled? The rateable value of each floor is assessed by the local council at £13.

A. If a house consists of two floors, each being a separate dwelling-house, and if the rateable value of each floor on the "appointed day" (1st April, 1913) did not exceed £13, it would not appear that the whole house will become decontrolled if both floors become vacant and the landlord comes into possession. As each floor is separately assessed it would appear that each floor must be treated as a separate dwelling-house and that the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933, s. 2 (1), applies. It is assumed that neither of the lettings which constituted the part of the house a separate dwelling was a sub-letting effected by a tenant: see s. 2 (1), proviso.

(1) **Searches** before the Exchange of Contracts.
(2) **Registration** of Puisne Mortgages.

Q. 2954. (1) *Searches.*—Is it necessary to search in the local Land Registry and in the Land Charges Registry, and in the Middlesex Registry *before* exchanging contracts for the purchase of land in Middlesex? I believe that I saw a case reported a year or two ago, which decided that as the Acts make the entries in these registers notice to all persons and for all purposes, a purchaser has notice of all entries therein, and that he consequently buys the property subject thereto, although he has, in fact, no notice of them before he signs the contract. It is obvious that if searches have to be made before contracts are exchanged, then they have to be made all over again (and double fees paid) immediately before completion of the purchase.

(2) *Registration of puisne mortgages.*—Is it necessary to register a puisne mortgage *both* in the Land Charges Register and in the Middlesex Deeds Register? In several cases I have acted for first mortgagees of a property who take the title deeds and also for a second mortgagee of the same property, who, of course, does not get any title deeds. My practice has been to register the second mortgage together with the first mortgage in the Middlesex Deeds Registry, but not to incur the trouble and expense of registering the second mortgage also in the Land Charges Registry. If a double registration is necessary, all one can observe is that "the law is an ass."

A. (1) This query involves difficult questions which cannot be dealt with very adequately in our "Points in Practice" columns. Our subscriber will find the matter discussed sub tit. "A Conveyancer's Diary," in our issue for 16th April, 1932 (76 Sol. J. 265). It is certainly necessary (though often not done) to search in the register of local land charges kept by the local authority before the exchange of contracts, seeing that a mere resolution to adopt a town planning scheme is not an incumbrance (*Re Forsey and Hollebone's Contract* [1927] 2 Ch. 379), though certain ultimately to become one. In course of the consideration of this matter in the lower court, Eve, J., held (but the point was not dealt with on the appeal) that if there were an effective charge, the fact of registration was notice to the purchaser, who could thus not resist specific performance on the ground of non-disclosure by the vendor. If these *obiter dicta* are accepted as correct, they would apply with equal force to matters registered in any local registry (Middlesex and Yorkshire) and those in the Register of Land Charges, that is to say, to any matter registration of which constitutes actual notice. The correctness of those observations have been doubted on various grounds, amongst which are the provisions of L.P.A., 1925, s. 43.

(2) No. See L.C.A., 1925, s. 10, Class C (i), which excepts a puisne mortgage where the whole of the land affected is within the jurisdiction of a local deeds registry, and s. 18 of that Act, which does not remove the necessity of registering a puisne mortgage under the Middlesex Registry Act, 1708. Registration in the Middlesex Deeds Registry is all that is needed (or possible).

The Offence of Eavesdropping.

Q. 2955. A person has been caught "eavesdropping" in a public park. He obtained access to a building by means of a key and concealed himself in such building. He can be proceeded against under the bye-laws for obtaining entrance to such park after hours, and by getting over a fence. Can such a person be charged with the offence of eavesdropping before the magistrates? If so, what form should the summons take?

A. Eavesdroppers are such as listen under walls or windows, or the eaves of a house, to hearken after discourse, and thereupon to frame slanderous and mischievous tales. The offence is only committed by those who remain outside a building, whereas the question relates to a person who concealed himself inside. There is no evidence that the person had the intent to frame slanderous and mischievous tales, as he may have acted in the above manner for his own information or amusement. The prosecution could prove neither of the constituents of the offence, and the person cannot therefore be charged before the magistrates with eavesdropping.

Land Tax Paid after Redemption—Recovery.

Q. 2956. A in or about the year 1920 purchased an estate upon which it is now known by him the land tax formerly payable was redeemed on the 8th day of March, 1910. After A purchased he received demands for land tax which he paid without enquiring if the payment was a proper one. In 1932 A makes an enquiry and finds he should not have made payment and demand was made for repayment of the amount wrongfully paid. The clerk to the Tax Commissioners says there is now no means of repayment. This payment was made in mistake of fact although A was careless in not looking through his deeds for the certificate of redemption of the land tax. Can the tax be recovered please, and how?

A. The only way to recover money paid to the Crown by mistake is by petition of right. Such a petition lies where the mistake was one of fact and not of law. See, as to mistake of land, *National Pari-Mutual Association* v. *R.* (1930), 47 T.L.R. 110. Providing it is clear that the tax was paid in respect of the land the tax on which had been redeemed, it appears clear that there was here a mistake of fact in respect of which a petition would lie if it were thought worth while to take proceedings. Possibly an explanation to the Secretary of the Board of Inland Revenue would lead to an order for repayment.

To-day and Yesterday.

Legal Calendar.

9 April.—On the 9th April, 1670, Major Thomas Wier, Scotland's most notable wizard, was sentenced to death at Edinburgh.

10 April.—On the 10th April, 1813, Sir Thomas Plumer became the first Vice-Chancellor of England, under the provisions of the statute creating that office. Sir Samuel Romilly declared that "a worse appointment than that of Plumer to be Vice-Chancellor could hardly have been made. He knows nothing of the law of real property, nothing of the law of bankruptcy and nothing of the doctrines peculiar to courts of equity." His court was largely boycotted, cases being set down at the Rolls, partly that Sir William Grant, M.R., might hear them and partly that the Vice-Chancellor might not.

11 April.—On the 11th April, 1447, Cardinal Beaufort, three times Lord Chancellor of England, died in the Wolvesey Palace, at Winchester. A large gathering of monks, clergy and laymen met in the chamber where the great statesman lay and a Requiem Mass was sung. During his last few days, he occupied himself with the making of his will, adding two codicils on the 9th April. Next day he had it read over to him and made such corrections as were needful. Then, on the morning of his death, he confirmed it in an audible voice, took leave of those about him and so died. There is no historical foundation for the black despair pictured by Shakespeare in the Second Part of Henry VI.

12 April.—On the 12th April, 1865, Judah Benjamin, Secretary of State and former Attorney-General of the Southern Confederacy, fled from Greensborough, North Carolina, for General Lee had surrendered, and the Northern States had triumphed in the great Civil War. His corpulence made riding difficult and at first he travelled in an ambulance; then as the roads got worse, he mounted on horseback and finally reached the coast. Misfortune dogged him and it was only after numerous adventures that he reached England in safety. How many lawyers visualise this escape when they consult "Benjamin on Sale"?

13 April.—On the 13th April, 1871, Sir Maziere Brady, formerly Lord Chancellor of Ireland, died at his house in Upper Pembroke-street, Dublin. He sat in the Irish Chancery almost continuously for twenty years and during that period there were no more than twenty appeals from his decisions, only seven of which were successful. Hard work and the honest discharge of his duties had always regulated his conduct, and his character was further distinguished by unswerving integrity, firmness of purpose, sincerity and affability.

14 April.—On the 14th April, 1801, Lord Loughborough reluctantly surrendered the Great Seal which he had held for over eight years. Pitt's ministry had fallen and Addington had formed a cabinet, but so tenaciously did the displaced Chancellor cling to office that he continued to attend Cabinet meetings until he was explicitly requested to go no more. He was the first Chancellor to retire on a pension of £4,000, and solaced with this, he took a villa at Windsor to enjoy, as closely as possible, the proximity of royalty. For nearly four years he lived on in unwilling insignificance, and the decay of his mental powers.

15 April.—"On Monday, the 15th of April, Mr. Justice Le Blanc died at his house in Bedford Square: '*Illo nemo neque integrior erat in civitate, neque sanctior.*'" Thus, in 1816, at the beginning of their fifth volume, the reporters Maule and Selwyn, recorded the death of one of the King's Bench judges. He had been appointed in 1799, and during the seventeen years that he filled the judicial office, he earned the reputation of an excellent lawyer and a conscientious and impartial judge who devoted all his energies to his duties.

The Week's Personality.

"Enthusiastical phrases, Extasies and Raptures," "conceived prayer," such that no house conventicle in Edinburgh was complete unless he presided. That was one side of the venerable Major Thomas Wier, Captain of the City Guard, and "happy the man with whom he would converse and blessed was the family with whom he would vouchsafe to pray." Secret vices and perversions of the grossest kind, that was another side. Black magic, personal converse with the devil, with whom he had made a compact, that was a third side. For twenty years he led this treble life, praying only with "such as were saints in the highest form." Then one day, in his seventieth year, Angelical Thomas rose to preach but, his reason crushed beneath a mountain of duplicity, he poured forth instead a full confession of his horrible vices and sorceries. Never was such a prisoner placed at the Bar of the Justice Court. The Lord Advocate prosecuted, but no counsel would undertake the defence. After evidence had been given, the Major judicially acknowledged his crimes, was found guilty and sentenced to be strangled at the stake till he was dead and his body to be burnt to ashes. His magical staff grotesquely carved with the heads of satyrs was ordered to be burnt with his body. "It gave rare turnings and was long a-burning." He died with composure, declaring that he had no hopes of mercy. "I have lived as a beast and I must die as a beast."

Cross-Examination.

I think it was Mr. Baron Alderson who first rebuked a counsel for thinking that the art of cross-examining was to examine crossly. The fallacy is a recurring one, and the Master of the Rolls did well to re-expose it at the end of last term. It was cross-examination of that school which was once described as "an invention the effect of which is to draw whatever you please from an innocent man with delicate nerves and to save a robust criminal," a species of third degree which seems to have been much in favour in the days of our vigorous grandfathers. The delicate rebuke of Maule, J., to a large and ferocious counsel who was showing neither mercy nor courtesy to a small and timorous lady may be worth recalling. One question which he pressed particularly she would not answer; she seemed struck dumb. At last the judge intervened kindly: "Why don't you answer the learned counsel?" "Because he frightens me," she replied. "So does he me, ma'am," said Maule. The standard of courtesy insisted upon by Lord Hanworth is a comparatively modern innovation in cross-examination. A century ago it was difficult to choose between the English and the Irish Bar as regarded shortcomings in that respect, but one cannot imagine even Buzfuz attempting the following method once used at the Cork Assizes. "You are a Swede?" "No, I am not." "What are you then?" "A Dane." "Gentlemen, you hear the equivocating scoundrel. Go down sir."

Admiralty Apart.

A recent letter in *The Times* makes it clear that there is loud moaning at the Admiralty Bar at the proposal to remove the sign of the Anchor to the King's Bench Division. There is a strong feeling that the old-established premises are far from redundant and that they have a firmly attached goodwill among their nautical clients. There is a strong presumption in favour of letting well alone and the best that can be expected of a change is that the peculiarities of the sea will create a Division within a Division, manned presumably by judges who also happen to be Long Vacation yachtsmen. It is hard to see how anything but specialisation can create the sort of confidence enjoyed, say, by Gorell Barnes, J., of whom a sailor who had been in a case before him said: "I've been up to London—been up before Judge Barnes. It weren't no use tellin' 'im no lies; 'e knows a thing or two about ships 'e does." It was the same judge who used to find a maritime case "as good as a trip to the seaside" after the sordid atmosphere of divorce proceedings.

Notes of Cases.

High Court—Chancery Division.

In re South East Lancashire Insurance Co. Ltd.

Eve, J. 28th March, 1934.

Insurance—Motor Vehicles—Claims on Statutory Deposit—Classes of Creditors—Assurance Companies Act, 1909—Road Traffic Act, 1930.

This case raised questions of the priority of different claims in the liquidation of an insurance company dealing with motor-vehicle insurance business. The South-East Lancashire Insurance Company Limited was ordered to be wound up in December, 1931. The liabilities were in excess of the assets. The company carried on general insurance business and motor-vehicle insurance business. The Official Receiver who had been appointed provisional liquidator, took out this summons asking the court whether the £15,000 deposit made by the company under the Assurance Companies Act, 1909, as amended by s. 42 of the Road Traffic Act, 1930, formed part of the general assets of the company available for all its creditors or whether it was primarily applicable to any, and what claims under the motor-vehicle insurance policies issued by the company. Three claims were contended for: (1) that the deposit was available for creditors generally; (2) that it was available for holders of all motor vehicle insurance policies, and (3) that it was subject to claims in respect of third party risks.

Eve, J., in the course of his judgment said that since the matter had been before the Court of Appeal the summons had been amended by the addition as respondents of persons to represent various classes of creditors in whose absence the court expressed an opinion that the question could not properly be disposed of. At the original hearing he (his lordship) made a declaration that the deposit was primarily applicable to the satisfaction of all claims arising under motor-vehicle insurance policies, and the further arguments he had heard confirmed him in that conclusion. Accordingly he (his lordship) abided by the declaration he had made that was that the deposit was primarily applicable in satisfaction of all claims under the company's motor-vehicle insurance policies. He could not see anything in what he had decided which conflicted with the case of *In re National Standard Life Assurance Corporation*, decided by Neville, J. [1917] 1 Ch. 193. The question of which that judge was relieved was the one which he himself had endeavoured to solve. The costs of all parties would be paid out of the assets generally.

Counsel: *Cecil Turner, L. W. Byrne, E. H. Blain, H. S. G. Buckmaster, H. Glyn-Jones, Charles Harman.*

Solicitors: *Stanley & Co.; Tamplin, Joseph, Ponsonby, Ryde & Flux; William A. Crump & Sons; Stanley & Co.*, for *J. E. Dell & Loader*, Brighton; *J. P. Ayres.*

[Reported by S. E. Williams, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Fitzpatrick *v.* Bate.

Lord Hewart, C.J., Avory and Talbot, JJ. 22nd March, 1934.

Licence—Sale of Tobacco—From Automatic Machine in Private House—Place of Sale and Appropriation—Tobacco Act, 1842 (5 & 6 Vict., c. 93), s. 13.

In this case, stated by the justices of Cheshire Quarter Sessions, an information had been preferred by William Michael Fitzpatrick (the appellant) on behalf of the Customs and Excise, against Basil Dixon Bate, trading as the Chester Home Service, at 115, Tarvin-road, Chester (the respondent), who was licensed to sell tobacco by retail at that address, alleging that the respondent, at 24, Sandon-road, Newton Park, Chester, unlawfully sold certain tobacco, not then and there being a licensed manufacturer of or dealer in or retailer of tobacco selling or offering for sale the tobacco on premises wherein he exercised or carried on the trade or business of a licensed dealer in or retailer of tobacco, contrary to s. 13 of the Tobacco Act, 1842. The respondent supplied customers with automatic cigarette cabinets in their private houses. The contract between the respondent and the customer in the present case provided for the supply each Wednesday of ten packets each containing ten Gold Flake cigarettes and ten packets each containing twenty Players cigarettes. The contract provided that: "The place of delivery of the packets of cigarettes shall be the place of business of the Service." Neither the respondent nor any one else had a licence to sell tobacco by retail at the customer's residence. It was contended on behalf of the appellant, *inter alia*, that the sale and appropriation of the cigarettes took place at the customer's residence. It was contended for the respondent, *inter alia*, that the appropriation and sale of the goods took place at the licensed premises of the respondent. The magistrates dismissed the information, and the Court of Quarter Sessions dismissed the appeal of the informant.

Lord Hewart, C.J., said that the real question was, where did the material element of the transaction take place? The question which the court had to determine was whether there was any evidence on which the justices could find as they did. Looking at the particular facts of the case, he came to the conclusion, not without reluctance, that there was just enough material to entitle the justices to find as they did, and the appeal must be dismissed. He hoped, however, that that decision would not be taken as offering *carte blanche* in cases of the present kind.

Avory and Talbot, JJ., gave judgment to the same effect.

Counsel: *The Solicitor-General* (Sir Donald Somervell, K.C.) and *George Bankes*, for the appellant; *Comyns Carr*, K.C., and *J. P. Elsden*, for the respondent.

Solicitors: *Solicitor for Customs and Excise; Field, Roscoe & Co.*, for *Bate & Son*, Chester.

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Hunter *v.* Hunter.

Sir Boyd Merriman, P. 29th January, 1934.

Divorce—Decree *nisi* on Wife's Petition—Three Years' Delay in Applying for Decree Absolute—Wife's Application for Decree Absolute not to Depend on Negotiation for Maintenance—Right to Decree Absolute not as of Course—Costs—Supreme Court of Judicature (Consolidation) Act, 1925 (15 & 16 Geo. 5, c. 49), ss. 178 and 183.

This was the wife petitioner's application to make absolute a decree *nisi* of divorce pronounced on the 11th April, 1930.

The matter was before the court on motion by the direction of the President. There was a cross-motion by the husband respondent for dismissal of the petition for want of prosecution, but this was not pressed by reason of the parties having come to an agreement in respect of terms of maintenance on the basis of the decree being made absolute. On behalf of the respondent it was submitted that it was not right for the innocent party to hold up the decree absolute in order to secure terms of maintenance satisfactory to such party, and it was not the intention of the Matrimonial Causes Acts that that course should be pursued. For the petitioner it was submitted that she was entitled to have her decree *nisi* made absolute so long as the decree had not been rescinded for want of prosecution.

Sir Boyd Merriman, P., in giving judgment, said that on the facts of the present case it would not be right, notwithstanding the delay, to refuse leave to the wife to proceed to

decree absolute, but the court was not prepared to sanction, as a matter of course, applications for leave to proceed to make a decree *nisi* absolute where there had been a long delay without sufficient explanation, particularly in cases where there was reason on the face of the affidavit to suppose that the decree absolute had been held up with a view to obtaining better terms for the party who had obtained the decree *nisi*. It was a ground for refusal of the decree absolute if there had been unreasonable delay in prosecuting the petition after decree *nisi*. Jurisdiction therefor being implied in ss. 178 and 183 of the Judicature (Consolidation) Act, 1925. The court would view with great disfavour any case in which it was satisfied that there had been a deliberate holding up of the decree absolute, or deliberate failure to prosecute a petition after decree *nisi*, for the purpose of extracting terms more favourable to the petitioner than those contemplated when the decree *nisi* was pronounced. A petitioner could not expect to be given leave to proceed to decree absolute after such delay merely on filing a perfunctory affidavit in explanation. The wife's application would be granted without costs, and the husband's motion dismissed with costs against the petitioner.

COUNSEL: *Noel Middleton*, for the petitioner; *H. B. Durley Grazebrook*, for the respondent.

SOLICITORS: *Mills, Curry & Gaskell: Shepheards, Walters and Bingley.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

TABLE OF CASES previously reported in current volume.

Obituary.

SIR ROBERT McCALL, K.C.

Sir Robert McCall, K.C., Registrar of the Railway and Canal Commission, died at his home in London on Friday, 6th April, at the age of eighty-four. Educated at Queen's College, Belfast, and Queen's College, Galway, he was called to the Bar by the Middle Temple in 1871, and joined the Northern Circuit. He took silk in 1891. In 1899 he became Attorney-General and Queen's Serjeant of the Duchy of Lancaster. He was a Commissioner of Assize in 1919, was made a K.C.V.O. in 1921, and in the same year was appointed Registrar of the Railway and Canal Commission. He was a Bencher of the Middle Temple and in 1918 he became Treasurer. He was also a Senator of the University of London, and at one time vice-chairman of the Council of Legal Education.

SIR JOHN COODE-ADAMS.

Sir John Coode-Adams, solicitor, a partner in the firm of Messrs. Williams & James, of Norfolk House, Embankment, W.C., died in London on Tuesday, 10th April, at the age of seventy-four. He was educated at Marlborough and University College, London, and was admitted a solicitor in 1882. With his brother Hugh, he founded the firm of Messrs. Adams & Adams. During the war he served on the Military Services (Civil Liabilities) Advisory Committee, and in 1919 he received the honour of knighthood. He was an honorary associate of the Institute of Journalists.

MR. J. O'CONNOR.

Mr. James O'Connor, Barrister-at-Law, of Plowden Buildings, Temple, died in a nursing home on Sunday, 8th April, at the age of sixty-seven. Mr. O'Connor was called to the Bar by the Middle Temple in 1915.

MR. W. C. PRANCE.

Mr. William Connell Prance, Barrister-at-Law, of Courtenay-street, Plymouth, died at Congresbury, near Bristol, on Tuesday, 10th April, at the age of seventy-six. Mr. Prance was called to the Bar by the Middle Temple in 1885.

DR. G. F. DARKER.

Dr. George Fitzjames Darker, M.R.C.S., Eng., L.R.C.P. (Lond.), Barrister-at-Law, of Middle Temple-lane, Temple, died in London on Sunday, 8th April. Dr. Darker, who was called to the Bar by the Middle Temple in 1901, had been District Medical Officer, Southern Nigeria.

MR. W. D'ANGIBAU.

Mr. William D'Angibau, M.A. (Cantab.), solicitor, partner in the firm of Messrs. D'Angibau & Malim, of Boscombe, Christchurch and Lymington, died at Bournemouth on Thursday, 5th April. Mr. D'Angibau was admitted a solicitor in 1886.

MR. M. SOLOMON.

Mr. Montagu Solomon, solicitor, died on Wednesday, the 4th April, at the age of sixty-eight. He was admitted a solicitor in 1890, and was a partner in the firm of Messrs. Solomon, Staddon & Barnes. In addition to being a solicitor, Mr. Solomon was a Chartered Patent Agent and a Licencié en droit of Paris University. He was an occasional contributor to this journal of articles on patent law and the practice and procedure of the Mixed Arbitral Tribunal.

MR. H. WOODS.

Mr. Herbert Woods, solicitor, senior partner in the firm of Messrs. Herbert Woods and Bostock, of Warrington, died on Wednesday, 4th April, at the age of seventy-four. He was admitted a solicitor in 1882.

MR. A. H. STAMFORD.

Mr. A. H. Stamford, retired solicitor, of Harrogate, died recently in his eighty-second year. Mr. Stamford, who was admitted a solicitor in 1879, was a partner in the firm of Messrs. Stamford, Read & Co., of Bradford.

MR. A. M. TURNBULL.

Mr. Alex. Mark Turnbull, retired solicitor, of Gosforth, died on Saturday, 7th April, at the age of seventy. Mr. Turnbull, who was born in New Zealand, came to Newcastle-upon-Tyne when a boy, and was admitted a solicitor in 1885. He became senior partner in the firm of Messrs. Dickinson, Miller & Turnbull, of Newcastle-upon-Tyne.

Societies.

The Medico-Legal Society.

An ordinary meeting of the Society will be held at 11, Chandos-street, Cavendish-square, W.1, on Thursday, the 26th April, at 8.30 p.m., when a paper will be read by Mr. Claud Mullins, Metropolitan Police Magistrate, on: "How should Sexual Offenders be dealt with?" which will be followed by a discussion. Members may introduce guests to the meeting on production of the member's private card.

NOTICE TO MEMBERS.

Members who do not desire to bind their copies of "The Medico-Legal and Criminological Review" are asked, if they do not desire to keep them, to return them to the publishers for use as stock copies.

Gray's Inn Debating Society.

The next meeting of the Society will be held in Gray's Inn Common Room at 8.15 p.m. on Thursday, 19th April, when a debate will take place on the motion "That the English judicial system no longer meets the public need." This motion will be proposed by Mr. Claud Mullins (Metropolitan Magistrate), Author of "In Quest of Justice," and opposed by Mr. Everard Dickson, M.C. (Ex-President) (Metropolitan Magistrate).

Union Society of London.

The Society will hold a Ladies' Night Debate on Wednesday, 18th April, in the Middle Temple Common Room, at 8.15 p.m. The subject for debate will be "That this House thinks that blood sports should be abolished." The motion will, it is hoped, be proposed by Mr. Kerrigan, and the President, Mr. A. D. Russell-Clarke, will oppose the motion.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Court Room on Tuesday, 10th April (Chairman, Mr. P. W. Iliff), the subject for debate was: "That the liberty of the Press is an anachronism in the modern state." Mr. H. Shanly opened in the affirmative. Mr. A. L. Ungoed Thomas opened in the negative. The following also spoke: Mr. N. A. M. Sitters, Miss V. A. Hastie, Messrs. E. V. E. White, J. F. Ginnett, W. M. Pleadwell, F. G. Timmins and H. J. Baxter. The opener having replied, the motion was lost by one vote.

Parliamentary News.

Progress of Bills.

House of Lords.

Church House (Westminster) Bill.
Read First Time. [11th April.
Newport Extension Bill.
Reported, with Amendments. [28th March.
South Metropolitan Gas (No. 2) Bill.
Read First Time. [11th April.

House of Commons.

Army and Air Force (Annual) Bill.
Read Third Time. [11th April.
Cambridge University and Town Waterworks Bill.
Read Second Time. [10th April.
Illegal Trawling (Scotland) Bill.
Reported. [11th April.
Incitement to Disaffection Bill.
Read First Time. [10th April.
Marriages Provisional Orders Bill.
Read First Time. [11th April.
Post Office (Sites) Bill.
Reported, with Amendments. [11th April.
Representation of the People (Disfranchisement of Negligent Electors) Bill.
Read First Time. [10th April.
Road Traffic Bill.
Read Second Time. [10th April.
Water Supplies (Exceptional Shortage Orders) Bill.
Read First Time. [10th April.
Workington Corporation Bill.
Read Second Time. [9th April.

Questions to Ministers.

SCOTLAND (WILLS).

Sir R. HAMILTON asked the Secretary of State for Scotland whether he is aware of a recent decision of the court of session, who held that a will, not containing in gremio a declaration that it was holograph, could not form a link in the title to heritable property, although confirmation had been granted by the commissary court proceeding on the affidavits of two witnesses deponing that the will was in the handwriting of the testator; that great trouble and expense is being caused in consequence of this decision owing to executors having to bring proceedings in the court of session and lead evidence that the will was holograph; and whether he will introduce legislation as soon as possible to provide that the affidavits in the commissary court of two witnesses deponing to the will being in the handwriting of the testator shall be sufficient to make the will a valid link in the title to heritable property.

Sir G. COLLINS: I am aware of the decision referred to in the first part of the question. No representations have been made to me in the sense of the second and third parts of the question, and as at present advised I am not satisfied that such legislation is necessary. [11th April.

Rules and Orders.

THE MINISTRY OF HEALTH (RATE OF INTEREST ON PRIVATE IMPROVEMENT EXPENSES) ORDER 1934, DATED MARCH 20, 1934, MADE BY THE MINISTER OF HEALTH UNDER SECTION 77 OF THE PUBLIC HEALTH ACT, 1925 (15 & 16 GEO. 5. C. 71).

77,623.

Whereas by Section 77 of the Public Health Act, 1925 (in this Order referred to as "the Act of 1925") it is provided that the rate of interest on expenses recoverable by a Local Authority under any of the enactments mentioned in that section shall as regards expenses incurred after the commencement of the Act of 1925, be five per cent. or such other rate of interest as the Minister of Health may from time to time by Order fix, and that different rates of interest may be fixed for different purposes and in different cases;

And whereas by virtue of Section 30 of the Local Government Act, 1929,(*) the County Council have with respect to such part of the county as is comprised in a rural district the functions of a Local Authority under the Private Street Works Act, 1892,(†) which is one of the enactments mentioned in Section 77 of the Act of 1925;

Now therefore the Minister of Health in pursuance of the powers conferred upon him by Section 77 of the Act of 1925, and of all other powers enabling him in that behalf hereby orders as follows:—

1. This Order may be cited as the Ministry of Health (Rate of Interest on Private Improvement Expenses) Order 1934, and shall come into operation on the 1st day of April, 1934.

2. Subject to the provisions of this Order the rate of interest on expenses incurred after the commencement of the Act of 1925 and recoverable by a Local Authority or a County Council under the enactments mentioned in Section 77 of the Act of 1925, shall be the rate of 4 per cent. per annum instead of the rate of 5 per cent. as prescribed by that Section.

* 19-20 G. 5. c. 17. † 55-6 V. c. 57.

3. This Order shall not apply to—

(i) Any expenses which, or any part or instalment of which, became recoverable by the Local Authority or the County Council before the date of the commencement of this Order;

(ii) Any expenses in respect of which, or any part of which, a private improvement rate has been made and levied before the date of the commencement of this Order.

4. Any order under Section 77 of the Act of 1925 which is in force at the commencement of this Order shall cease to have effect as respects any expenses to which this Order relates but as regards other expenses shall, notwithstanding any limit of time prescribed by the Order, remain in force until the Minister by order otherwise directs.

Given under the Official Seal of the Minister of Health this twentieth day of March nineteen hundred and thirty-four.

(L.S.) *R. J. Simpson,*
Assistant Secretary,
Ministry of Health.

THE JUVENILE COURTS (CONSTITUTION) RULES, 1934, DATED 13TH MARCH, 1934, MADE BY THE LORD CHANCELLOR UNDER PARAGRAPH 1 OF THE SECOND SCHEDULE TO THE CHILDREN AND YOUNG PERSONS ACT, 1933 (23 & 24 GEO. 5, c. 12) FOR THE CONSTITUTION OF JUVENILE COURTS OUTSIDE THE METROPOLITAN POLICE COURT AREA AND THE CITY OF LONDON.

1. These Rules may be cited as The Juvenile Courts (Constitution) Rules, 1934.

2. These Rules shall come into operation forthwith.

3. Notwithstanding anything contained in the Juvenile Courts (Constitution) Rules, 1933,(*) the justices acting in and for any petty sessional division may at any time appoint from among their number, in manner prescribed by Rule 11 of the said Rules, any justice specially qualified for dealing with juvenile cases to serve on the juvenile court panel as an additional member of the panel and any justice so appointed shall serve for the remainder of the period for which the panel was appointed.

4. The Interpretation Act, 1889,(†) shall apply to the interpretation of these Rules as it applies for the purpose of the interpretation of an Act of Parliament.

Sankey, C.

13th March, 1934.

* S.R. & O. 1933 (No. 647) p. 954. † 52–3 V. c. 63.

Legal Notes and News.

Honours and Appointments.

The King has been pleased to approve the appointment of Mr. GEORGE DOUGLAS MCNAIR, Barrister-at-Law, as a Puisne Judge of the High Court of Judicature at Calcutta, in the vacancy which occurred on 30th January last, on the retirement of Sir C. C. Ghose.

The Attorney-General, with the concurrence of the First Lord of the Admiralty, has appointed The Hon. HUBERT L. PARKER, of 2, Hare-court, Temple, to be Junior Common Law Counsel to the Admiralty, in succession to Mr. W. S. Morrison, K.C., M.P.

The Lord Chancellor has appointed Mr. JOHN RAYMOND MORTON BALL to be the Registrar of Brighton and Lewes, Haywards Heath and Worthing County Court, as from the 1st April, 1934. Mr. Ball was admitted a solicitor in 1906.

The Lord Chancellor has appointed Mr. FRANCIS MALAN to be the Registrar of Tenbury County Court as from the 1st April, 1924. Mr. Malan was admitted a solicitor in 1898.

The Lord Chancellor has appointed Mr. HENRY PERCY STANES to be the Registrar of Newcastle-under-Lyme County Court as from the 1st April, 1934.

Professional Announcements.

(2s. per line.)

Wills and Bequests.

Mr. Walter Rice Powell, solicitor, of Weston-super-Mare, Somerset, left estate of the gross value of £5,507, with net personalty £4,887. He left £50 to his clerk, John Stanley Worth, if in the employ of his firm at his death; £25 to his clerk, Miss Ella Sanders, similarly; £1 for each complete year of service to each other clerk in the employ of his firm of two years' service prior to his death and not under notice either given or received.

Mr. John Joshua Sprigge, solicitor, of Slough, left £5,457 (unsettled), with net personalty £3,169.

Mr. George Ashley Tyacke, solicitor and notary public, of Chichester, left £17,339, with net personalty £8,656.

Mr. Frederic Shelly Rix, solicitor, of Beccles, left £5,403, with net personalty £5,365.

Mr. Frederick Collett Wadge, solicitor, of Hammersmith, left £6,229, with net personalty £5,852.

Mr. Frederick Pochin, solicitor, of Leicester, left £44,916, with net personalty £29,384.

Mr. Robert William Charles, solicitor, of Worthing, left £38,321, with net personalty £25,903.

Mr. Edward Newton Fuller, solicitor, of Weston, Bath, left estate of the gross value of £38,529, with net personalty £33,847. He left: Various pictures to the Bath City Picture Gallery, and £500 to the Bath Municipal Charities for the benefit of the inmates of St. Catherine's Hospital, Bath.

Mr. William Martin, solicitor, of Gray's Inn Road, W.C., and of Burgh Heath, left £6,371, with net personalty £4,134.

Mr. Francis Cecil Armitage, solicitor, of Gray's Inn, and of Farnham Common, left £5,614, with net personalty £3,060.

Mr. Ernest Joseph Ellis-Fermor, solicitor, of Ripley, Derby, left estate of the gross value of £33,304, with net personalty £24,793. He left £500 to the Ripley Urban District Council for the erection of some suitable memorial in memory "of old pleasant meetings," in the Ripley Market Place; and £500 to the Council, the income to be distributed among the poor having parish relief on Christmas Day.

Mr. Walter Mantell Woodhouse, solicitor, of Hampstead, and of Gray's Inn, left £48,320, with net personalty £41,093.

Mr. Frederick William Brown, solicitor, of Southport, left £23,648, with net personalty £18,873.

Mr. John Percival Gamon, solicitor, of Chester, left £10,489, with net personalty £7,804.

Mr. George Haye, solicitor, of Wokingham, left £9,278, with net personalty £1,807.

Mr. Frederick Mawdesley Serjeant, solicitor, of Ramsey, left £7,618, with net personalty £1,054.

Mr. Percy John Spalding, solicitor, of York, Town Clerk of York since 1913, left estate of the gross value of £17,089, with net personalty £16,024. He left £2,000 to the Universities Mission to Central Africa.

Mr. Charles Edgar Warren, solicitor, of Chapel Allerton, Leeds, left estate of the gross value of £21,059, with net personalty £20,883.

Mr. Edward O. Wilson, solicitor, of Hessle, Hull, secretary of Hull Trinity House, left £12,623, with net personalty nil.

Mr. Alexander Dallas Brett, solicitor, of Folkestone, left £10,775, with net personalty £669.

Mr. Frederick Richard Hayward, solicitor, of Godsall, Staffs, left £7,392, with net personalty £4,451.

BOROUGH OF STAMFORD.

The next General Quarter Sessions of the Peace for the Borough of Stamford will be held at the Town Hall, Stamford, on Wednesday, 25th April, at 11.30 o'clock in the forenoon.

ESTATE AGENTS' CODE.

The Duke of York has sent the following message to the Council of the Incorporated Society of Auctioneers:—

"I am gratified to know that the Incorporated Society of Auctioneers and Landed Property Agents has adopted a code of professional conduct to be observed by each and every member of the Society, and by so doing has come into line with other bodies representative of the estate profession. I feel sure that when it is generally known that such a code is being observed and maintained the results cannot but be of lasting benefit to all concerned."

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Non-Witness.	MR. JUSTICE BENNETT. Witness. Part I.
	Mr.	Mr.	Mr.	Mr.
April 16	Ritchie	Hicks Beach	Jones	*Blaker
,, 17	Blaker	Andrews	Hicks Beach	*Jones
,, 18	More	Jones	Blaker	*Hicks Beach
,, 19	Hicks Beach	Ritchie	Jones	*Blaker
,, 20	Andrews	Blaker	Hicks Beach	Jones
,, 21	Jones	More	Blaker	Hicks Beach

DATE.	GROUP I. MR. JUSTICE CROSSMAN. Witness. Part II.	MR. JUSTICE CLAUSON. Witness. Part II.	GROUP II. MR. JUSTICE LUXMOORE. Witness. Part I.	MR. JUSTICE FARWELL. Non-Witness.
	Mr.	Mr.	Mr.	Mr.
April 16	Hicks Beach	*Ritchie	*Andrews	More
,, 17	*Blaker	Andrews	*More	Ritchie
,, 18	Jones	*More	*Ritchie	Andrews
,, 19	*Hicks Beach	Ritchie	Andrews	More
,, 20	Blaker	*Andrews	*More	Ritchie
,, 21	Jones	More	Ritchie	Andrews

*The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

EASTER SITTINGS, 1934.

COURT OF APPEAL.

APPEAL COURT No. 1.

Tuesday, 10th April.—Exparte Applications, Original Motions, Interlocutory Appeals from the Chancery and Probate and Divorce Divisions, and if necessary, Chancery Final Appeals. Chancery Final Appeals will be continued until further notice.

APPEAL COURT No. II.

Tuesday, 10th April.—Exparte Applications, Original Motions, and King's Bench Final Appeals:—
Start v W Turner (Ardwick) Ltd
Liddle v The North Riding of Yorkshire County Council
Dodgson v Dunlop Rubber Co Ltd

King's Bench Final Appeals will be continued until further notice.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

GROUP I.

Before Mr. Justice EVE.

(The Non-Witness List.)

Mondays .....Chamber Summonses.
Tuesdays .....Short Causes, Petitions, Further Considerations and Adjourned Summonses.
Wednesdays ..Adjourned Summonses.
Thursdays ....Adjourned Summonses. Lancashire Business will be taken on Thursdays, the 19th April and 10th May.
Fridays .....Motions and Adjourned Summonses.

N.B.—Motions will be heard on Thursday, 17th May, and not on Friday 18th May.

Before Mr. Justice BENNETT.

(The Witness List. Part I.)

(*Actions, the trial of which cannot reasonably be expected to exceed 10 hours.*)

Mondays .....Companies (Winding-up) Business.
Tuesdays ..... | Wednesdays .. | Thursdays .... | Fridays ..... } The Witness List. Part I.

Before Mr. Justice CROSSMAN.

(The Witness List. Part II.)

Mr. Justice CROSSMAN will sit daily for the disposal of the List of longer Witness Actions.

The following case will be in the Paper on 10th April, 1934:—
Re The Coal Mines Act, 1930
Re The North Staffordshire District (Coal Mines) Scheme, 1930
Re Wolstanton Ltd

GROUP II.

Before Mr. Justice CLAUSON.

(The Witness List. Part II.)

Mr. Justice CLAUSON will sit daily for the disposal of the List of longer Witness Actions.

Before Mr. Justice LUXMOORE.

(The Witness List. Part I.)

(*Actions, the trial of which cannot reasonably be expected to exceed 10 hours.*)

Mondays .....Bankruptcy Business.
Tuesdays ..... | Wednesdays .. | Thursdays .... | Fridays ..... } The Witness List. Part I.

Bankruptcy Judgment Summonses will be taken on Mondays, the 16th April and 7th May.

Bankruptcy Motions will be taken on Monday, the 23rd April.

Before Mr. Justice FARWELL.

(The Non-Witness List.)

Mondays .....Chamber Summonses.
Tuesdays .....Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses
Wednesdays ..Adjourned Summonses.
Thursdays ....Adjourned Summonses.
Fridays .....Motions and Adjourned Summonses.

A Divisional Court in Bankruptcy will sit on Mondays, 30th April and 14th May.

THE COURT OF APPEAL.

A list of Appeals for hearing, entered up to Thursday, 29th March, 1934.

FROM THE CHANCERY DIVISION.

(Final List.)

FOR JUDGMENT.

The Warwickshire Coal Co Ltd v Coventry Corporation

FOR HEARING.

Todrick v Western National Omnibus Co Ltd
Harris (Calne) Ltd v Harris
Re Harrison Public Trustee v Best
Re Baker Steadman v Dickson
Re Brown District Bank Ltd v Brown (not before May 1)
Hunter v Hunter
Same v Same
Same v Same
Same v Same
Ellis v Greenleaf
Re Robinson Robinson v Robinson
Re The Grand Hotel Sheffield (1909) Ltd Northern Counties Trustees Ltd v The Company
O'Reilly v The Prudential Assurance Co Ltd
Matthews v Milne

FROM THE PROBATE AND DIVORCE DIVISION.

(Final List.)

Divorce Wheelden v Wheelden

FROM THE CHANCERY DIVISION.

(In Bankruptcy.)

Re a Judgment Debtor (No 2472 of 1933) Expte The Judgment Debtor v The Judgment Creditor
Re Landau, R B Expte The Trustee v The Bankrupt

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

FOR JUDGMENT.

Cohen v National Provincial Bank Ltd

FOR HEARING.

Start v W Turner (Ardwick) Ltd
Liddle v The North Riding of Yorkshire County Council
Andrea Sanguineti Fu Davide of Genoa v Ugleexport of Moscow (pt hd (s.o.))
Dodgson v Dunlop Rubber Co Ltd
Same v Same
Re Arbitration Act 1889 The Owners of Tank Steamer "Portofino" v "Derunaptha"
W E Chivers & Sons Ltd v Mayor, etc of the City of New Sarum
United States Gypsum Company v J & W Stewart (s.o. for security)
Swaffer v Mulcahy
Hooker v Same
Smith v Same
Tate & Lyle Ltd v Hain Steamship Co Ltd
Owen v Reo Motors (Britain) Ltd
MacDonald v The Portsmouth Gas Co
Rodriques v Bakewell (s.o. for security)
Re Agricultural Holdings Act 1923 Turton v Turnbull
Re Same Same v Same
Ley v Hamilton
Bevir v Burt-White
Klein v Richardson
The London Jewellers Ltd v Attenborough Same v Robertsons (London) Ltd
Clarke v Mayhew
Versicherungs Und Transport Aktiengesellschaft Daugava v Henderson
Green v Woods
Currans v Drage's Ltd
Pressdee v Fulham Borough Council
Re The Audit (Local Authorities) Act 1927 Re a decision of H W Magrath, District Auditor of No 1 Audit District, Durham
Le Breton v Lecaine
George Trollope & Sons v Martyn Brothers
Benjafield v Burchall & Co
Simmons v Russell Financiers Ltd
Phillips v Copping
Jones v The Bristol Tramways and Carriage Co Ltd
Same v Same
Gaves v Davis
Workington Harbour and Dock Board v Trade Indemnity Co Ltd
Collison v Hill
Evans v Wadsworth
Re South Wales District (Coal Mines) Scheme 1930 Bedwas Navigation Colliery Co (1921) Ltd v The Executive Board
Jervis v Turner
Morgan v Pengelly (s.o. for security)
Alexandrovna v Metro-Goldwyn-Mayer Pictures Ltd
Aschkenasy v Midland Bank Ltd
Oceanic Steam Navigation Co Ltd v Evans
McCormick v The National Motor and Accident Insurance Union Ltd
Barnett v Maxwell
Fogdens Ltd v Shanahan
Adams v The People's Co-operative Property Purchase Society Ltd
Constable & Maude v Cawthorne
Costello v H J Enthoven & Sons Ltd
Doyle v The White City Stadium and ors
Matthews v Amalgamated Anthracite Collieries Ltd
Alexander v Glassberg
Platt v Smallwood
Green v Bristol Grill Ltd
Thistlethwaite & Edgar v Playshoe Co Ltd
Preen v R E Jones Ltd
Defries v M Baker Ltd
Ash v Favell
Gruning & Co v Gerson (Revenue Paper—Final List.)
Attorney-General v Lloyds Bank Ltd
Whelan (H.M. Inspector of Taxes) v Dover Harbour Board
Simpson (H.M. Inspector of Taxes) v The Grange Trust Ltd
Montague Burton Ltd (in liquidation) v The Commissioners of Inland Revenue
Re Paulin Re The Finance Act, 1894
Re Same Re Same
Re Crossman Re The Finance Act, 1894
Re Same Re Same
Oliver v Chuter (H.M. Inspector of Taxes)
Rye & Eyre v Commissioners of Inland Revenue

(Interlocutory List.)

Matthews v Amalgamated Anthracite Collieries Ltd
The Cement Waterproofing Co Ltd v Sika Ltd

FROM THE ADMIRALTY DIVISION.

(Final List.)

(With Nautical Assessors.)

1933—Folio 111 "Luso" The Owners of ss "Margarete" v The Owners of ss "Luso"
1933—Folio 71 "Sentry" The Owners of Steam Barge "Bounty" v The Owners of ss "Sentry"
Same v Same

(Interlocutory List.)

1931—Folio 153 "Arpad" The Owners of Hungarian ss "Arpad" v Spear and Thorpe

RE THE WORKMEN'S COMPENSATION ACTS.

(From County Courts.)

Wall v Ramsgate Corporation
A Pannell Ltd v Beardon
Privett v The Darracq Motor Engineering Co Ltd
A E Mallandain Ltd v Hill
Murphy v Wilson Brothers Bobbin Co Ltd
Turner v Colas Products Ltd
Brittain v Tees-side Farmers Ltd
Mitchell v T W Palmer & Co
Timmins v The Brodsworth Main Colliery Co Ltd
Gledhall v The Dalton Main Collieries Ltd

Standing in the "Abated" List.

(Final List.)

Barclay v Turner (s.o.—liberty to apply)

Original Motion.

Same v Same (s.o.—liberty to apply)

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

There are Three Lists of Chancery Causes and matters for hearing in Court. (I) Adjourned Summonses and Non-Witness actions; (II) Witness Actions Part I (*the trial of which cannot reasonably be expected to exceed* 10 *hours*); and (III) Witness Actions Part II; every proceeding being entered in these lists without distinction as to the Judge to whom the proceeding is assigned. During the Sittings there will usually be two Judges taking each of these lists and warning will be given of proceedings next to be heard before each Judge. Applications in regard to a "warned" matter should be made to the Judge before whom it is "warned."

Applications in regard to a proceeding which has not been "warned," should usually be made to the senior of the two Judges taking the list in which the proceeding stands.

Motions, Short Causes, Petitions and Further Considerations will be taken by that one of the Judges taking the Non-Witness List who belongs to the group to which the proceeding is assigned.

GROUP I.—Mr. Justice EVE, Mr. Justice BENNETT and Mr. Justice CROSSMAN.

GROUP II.—Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

The Adjourned Summons and Non-Witness List will be taken by Mr. Justice EVE and Mr. Justice FARWELL.

The Witness List Part I will be taken by Mr. Justice LUXMOORE and Mr. Justice BENNETT.

The Witness List Part II will be taken by Mr. Justice CLAUSON and Mr. Justice CROSSMAN.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group I will be heard by Mr. Justice EVE.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group II will be heard by Mr. Justice FARWELL.

Companies (Winding up), Liverpool and Manchester District Registries and Bankruptcy business will be taken as announced in the Easter Sittings Paper.

Set down to 29*th March*, 1934.

Mr. Justice EVE and Mr. Justice FARWELL.

Adjourned Summonses and Non-Witness List.

Before Mr. Justice EVE.

Retained Adjourned Summonses.

Re Courage's Settlement Courage v Williams (s.o. to July 1934)
Re Elliott Raynham v Head (restored) (fixed for Apl 10)

Short Cause.

Ridley v Mayer-Neville (pt hd)

Procedure Summonses.

Smith v Mortimer
Duveck v Cohen

Before Mr. Justice FARWELL.

Retained Adjourned Summonses.

Re Boyer Neathercoat v Lawrence (pt hd)
Re Clements Public Trustee v Jones
Re The National Old Age Pensions Trust Stevens v Taverner (pt hd)
Re Bird Dobson v Smith (pt hd)
Re Roberts Kimberley v Maxwell (pt hd)
Re Cuming Cuming v Woodnutt
Re Seager Merrett v Lloyd

Short Cause.

Barclays Bank Ltd v Purchase

Mr. Justice EVE and Mr. Justice FARWELL.

Adjourned Summonses and Non-Witness List.

North Riding of Yorkshire County Council v The London and North Eastern Railway Co
Re Corney Pentreath v Corney
Re Macaulay's Settlement O'Donnell v Public Trustee
Re Marks Marks v Marks
Re Tomalin Fraser v Tomalin
Re Attenborough Attenborough v Attenborough
Re Fitzherbert's Settlement Re The Settled Land Act 1925 Re The Law of Property Act 1925
Re Young's Deed Poll Trusts Lang v Allam
Re Summers Carter v Summers
Re Atkins Lloyds Bank Ltd v Atkins
Re Morton Morton v Barclays Bank Ltd
Re Birch Birch v Fells
Re Russell Grant v Russell
Re Clarke's Settlement Public Trustee v Clarke
Re de Stern Stern v Goldschmidt
Re Lynn Kirsopp v Byrne
Re Clark Clark v Clark
Re Canning Town Temperance Hall Re Allen's Trust Deed Baxter v Fairfax
Re Draper Theobald v Draper
Re Forbes Public Trustee v Hadlow
Re Pickering Arnold v Marsden
Re Laidlaws Legacy Trust Lewis v King
Re Roberts Pierce v Attorney-General
Re Dean Dean v Dean
Re Johnson Stubbs v Johnson
Re Green Fearnsides v Hunter
Re Lancaster Lancaster v Fogg
Re Rolffsen Imeson v Order of the Star Ommen Holland
Re Chichester Kindersley v Bastin
Re Walker Walker v Walker
Re Knoop Gould v Knoop
Re Same Same v Same
Re Peter Whitting v Wynn-Mackenzie
Re Power Halsey v Power
Re Newall Newall v Wilkinson
Re Young Public Trustee v Young
Re Palmer Hallett v Hamond
Re Marshall Kolle v James
Re Cohen Public Trustee v Cohen
Re Grace Winkworth v Grace
Re Nickols Veale v Nichols
Re Vowles Chubb v Vowles
Re Thos Smith Jones v Smith
Re Driver Hitchens v Litkie
Re Hutton Pegg v Hutton
Re Carter Carter v Midland Bank Executor and Trustee Co Ltd
Moore v White
Re Tucker Tucker v Tucker
Re Ballard Williamson v Clayton
Re Germain Robson v Passman
Re Atrell Hickmott v Hickmott
Re Wakley Pratt v Wakley
Re The Coal Mines Act 1930 Re The North Staffordshire District (Coal Mines) Scheme 1930) Re Wolstanton Ltd (fixed for April 10)
Re Green Public Trustee v King Edward's Hospital Fund for London
Re Shaw Merry v Border
Re Rutherford Plant v Rutherford
Re Martin Martin v Martin
Re Rotch Drayton v Rotch
Re Brown National Bank of India Ltd v Brown
Rowland Edwards & Co Ltd v Three Star Accumulators Ltd
Re Arundell's Settled Estates Re Settled Land Act 1925
Re Neary Stumbles v Willis
Re Hill Claremont v Hill
Re Coleman Stewart v Bennett
Re Tomson Knowles v Garratt
Re Keene Bryant v de Warzan
Re Thomas Hews v Evans
Re Radcliffe's Charity Re The Charitable Trusts Acts 1853 to 1925
Re Same Re Same
Re Chapman Powter v Chapman
Re Sandiford Italo-Canadian Corporation Ltd v Sandiford
Re Farnan Midland Bank Executor and Trustee Co Ltd v Johnston
Re Wilks Edwards v Cross
Re McDougall's Settlements Re The Trustee Act 1925 McDougal v Vird
Melton Mowbray Urban District Council v Crosher
Re Ricarde-Seaver Midland Bank Executor and Trustee Co Ltd v Eugenics Society Ltd
Re Simkins Boultby v Simkins
Re Seely Mottistone v Starkey
Re Shonman Winster v Goring
Re Brewers Crawley v Brewers
Re Simmonds Rees v Schafer
Re Daniel Jones Evans v Jones
Re Grosscurth Agar-Hutton v Fraser
Re Darby-Griffith Bates v Roundway
Alfred Dunhill Ltd v Bieber
Re Williams Jones v Williams
Re Walker Royal Exchange Assurance v Walker
Re Wood Public Trustee v Wolfenden
Re Douglas Public Trustee v Hallowes
Re Brooker Young v Public Trustee
Re Beauchamp Barker-Hahlo v Barker-Hahlo
Re Thomas Thomas v Lewis

Mr. Justice CLAUSON and Mr. Justice CROSSMAN.

Witness List. Part II.

Before Mr. Justice CLAUSON.

Retained Matters.

Short Cause.

Moors' & Robson's Breweries Ltd v Pickard

Procedure Summons.

Machine-Made Sales Ltd v Davies (pt hd) (fixed for April 23)

Before Mr. Justice CROSSMAN.

Retained Matters.

FOR JUDGMENT.

Non-Witness List.

Re Coal Mines Act 1930 Re The Midland (Amalgamated) District (Coal Mines) Scheme 1930 Lockwood & Elliott v The Quota Committee

FOR HEARING.

Non-Witness List.

Re The Coal Mines Act 1930 Re The Midland (Amalgamated) District (Coal Mines) Scheme 1930 Mitchell Main Colliery Co Ltd v The Executive Board (pt hd)

Procedure Summons.

Lockwood & Elliott v W & J Cardwell Ltd (pt hd)

Assigned Matter.

Re The Guardianship of Infants Acts 1886-1925 Ashton v Ashton

Mr. Justice CLAUSON and Mr. Justice CROSSMAN.

Witness List. Part II.

Re Galinski Cohen v Galinski
Re Petition of Right of Liverpool Corporation (not before Trinity)
Hollandsche Maatschappij Voor Gecondenseerde Melk N.V. (The Condensed Milk Company of Holland) v Distributors Ltd (not before April 19)
Re Vulcan Copper Mines Ltd Re The Companies Act 1929
Re Rhodesia Border Mining Corporation Re The Companies Act 1929
Goodenday v New Zealand Sulphur Co Ltd
Kerman v Same
Barlow v Wild
Smith v Blakeney Hotel Ltd (fixed for April 10)

Brickman v Hirsch
Jobson v Jobson (s.o. to April 10) (to be mentioned)
Egyptian House Properties v Maynards Ltd
Engert v Engert and Rolfe Ltd
The Commissioners of the Scarborough Harbour Act v Whitehead
Siggins v Mousley
Lockwood & Elliott v W & J Cardwell Ltd
International Broadcasting Co Ltd v The Sunday Referee Publishing Co Ltd
F H Drabble & Sons Ltd v The Derwent Valley Water Board (not before May 1)
Mairs v International Airlines Ltd
Paquin Ltd v John Barker & Co Ltd
Hanham v The Wimborne Minster Urban District Council
Bond v The Banbury Rural District Council
Wight v Hucks (not before April 16)
Weir v Cooper
King v King
Rodney v The Richmond Tobacco Co Ltd
Cohen's Trustee v Findlay
Re Upton Park Estates Ltd's Agreement Bluston v Polikoff (not before May 14)
The Manchester Reform Club Building Co Ltd v Midland Bank Ltd
Eaton v Eaton
Re Tattershall and District Gravel Co Ltd Re The Companies Act 1929
The Kensington Housing Trust Ltd v G R Tasker & Sons
Salaman v Lowndes
Newton Chambers & Co Ltd v Jeyes' Sanitary Compounds Co Ltd
Re Jeyes' Sanitary Compounds Co Ltd's Letters Patent No. 393118 Re Patents and Designs Acts 1907-1932
Durand v Naftzger
Waller v The Knightsbridge Club Ltd
Palmer v Smith
Barton v Alliance Economic Investment Co Ltd
Armstrong v Whitehead
Epsley v Gilchrist
Freeman v Eagle Star and British Dominions Insurance Co Ltd
Marley Trust Ltd v Cantlon
Heath v Heath
Popplewell v Simpson Curtis and Burrill
Lax v Crawley
Bowker v Southampton Corpn
Re Cooper Hughes v Cooper
Attorney-General v Hailey
Mackenzie v Darragh Smail & Co Ltd
Tett Bros Ltd v Drake & Gorham Ltd
Atkinson v Seville
Hughes v Union Cold Storage Co Ltd
Ulargui v Samuelson
Cochran v Archie Parnell & Alfred Zeitlin Ltd
Aynek Syndicate Ltd v F Chambers & Co Ltd
Hunter v Lovett
Storey's Trustee v Newman (W T Dunn Ltd, third party)
Bromfield v Weatherhead
Browdy v Kum-Bak Sports Toys and Games Manufacturing Co Ltd
Arthur v Hall
Hardaker v Boon
Lethbridge v Kerman (not before Trinity)
Re C H Hinton & Co Ltd Re The Companies Act 1929
Re Pemberton Pemberton v Pemberton
Re Copp Copp v Copp
Nicholls v Smith Bros (Burnham-on-Crouch) Ltd
Doctors v I Warshawer & Son Ltd
Owen v Owen
Re Brown Brown v Brown
Davies v Independent Milk Supplies Ltd
Mackenzie v Smith
Rosenberg v Nidditch
Astill v Leicester Corporation
Barnard v Slough Greyhound Racecourse Ltd
Goldstein v Cohen
Davis v Arsenis

Mr. Justice LUXMOORE and Mr. Justice BENNETT.

Witness List Part I.

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Before Mr. Justice LUXMOORE.

Retained Action.

The Corporation of London v Lyons Son & Co (Fruit Brokers) Ltd (pt hd) (s.o. to April 10)

Assigned Petition.

Re Villier's Patent Re Patents and Designs Act 1907-1932

Before Mr. Justice BENNETT.

For Judgment.

The British United Shoe Machinery Co Ltd v Isaacson

For Hearing.

Retained Action.

de Carouso v Blantyre-Gowlland (pt hd)

COMPANIES COURT PETITIONS.

Alliance Bank of Simla Ltd (to wind up—ordered on Dec 21, 1931, to s.o. generally—liberty to restore)
Dwa Plantations Ltd (same—s.o. from Nov 6, 1933, to April 23, 1934)
Britivox Ltd (same—ordered on Nov 16, 1931, to s.o. until action disposed of—liberty to restore)
Herbert Nicholls Ltd (same—s.o. from June 27, 1932, to April 30, 1934)
London Clinic and Nursing Home Ltd (same—ordered on May 8, 1933, to s.o.g.—liberty to apply to restore)
Surgical Manufacturing Co Ltd (same—ordered on Jan 29, 1934, to s.o. to come on with scheme of arrangement)
Cail's Bitmo Co Ltd (same—ordered on Feb 12, 1934, to s.o.g.—liberty to apply to restore)
Lafayette (Finsbury Park) Ltd (same—s.o. from Mar 26, 1934, to April 17, 1934—retained by Mr Justice Eve)
Gramba Ltd (same—s.o. from Mar 26, 1934, to April 16, 1934)
H B Sleeman & Co Ltd (same—s.o. from Mar 19, 1934, to April 16, 1934)
O & K Gowns Ltd (same—s.o. from Mar 26, 1934, to April 10, 1934—retained by Mr Justice Eve)
W Kleinberg & Son (Manufacturing) Ltd (same—s.o. from Mar 26, 1934, to April 16, 1934)
R J Hamer & Sons Ltd (same—s.o. from Mar 26, 1934, to April 16, 1934)
Kempster & Williams Ltd (to wind up)
Watford Gardens Estates Ltd (same)
Hollister Smith Ltd (same)
Arnold & Co (Sales) Ltd (same)
H King & Sons Ltd (same)
H Yorke Ltd (same)
M Wortman Ltd (same)
Automatic Utilities Ltd (same)
London Confections Ltd (same)
Ekaterinburg Syndicate Ltd (same)
Limasol Manufacturing Co Ltd (same)
Ideal Radio Supplies (London) Ltd (same)
Great Western Building Corporation Ltd (same)
Roxburghe Trust Ltd (same)
Textile Import Co Ltd (same)
T R Taylor's (Contractors) Ltd (same)
Flash-O-Ball Ltd (same)
Alliance Motor Spirit Co Ltd (same)
Grosvenor Distributors Ltd (same)
Berman Manufacturing Co Ltd (same)
Gordon Transport Co Ltd (same)
G Marsh and E Davidson Ltd (same)
Wickham Press Ltd (same)
Read & Towers Ltd (same)
Financial Partners Ltd (same)
Paul Ruinart (England) Ltd (to confirm reduction of capital)
British Woollen Cloth Manufacturing Co Ltd (to confirm reduction of capital—ordered on Dec 8, 1930, to s.o. generally—liberty to restore)
Charles Brown & Co Ltd (to confirm reduction of capital)
Ruths International Accumulators Ltd (same)
Wyles Brothers Ltd (same)
Ellis Brothers Ltd (same)
Williams Coates & Co Ltd (same)
Body's Pharmacies Ltd (same)
Daimler Hire Ltd (same)
Sheepbridge Stokes Centrifugal Castings Co Ltd (same)
Whitmores (Eden Bridge) Ltd (same)
Malayan & General Trust (1933) Ltd (same)
Strange the Printer Ltd (same)
Protectoglass Ltd (same)
Mediterranean Transport Co Ltd (same)
Wolsey Ltd (same)
West India and Panama Telegraph Co Ltd (same)
Hanson & Wormald Ltd (same)
Timmis & Co Ltd (same)
George A Perkins Ltd (same)
Copstake, Crampton & Co Ltd (same)
Itonia Ltd (same)
National Mining Corporation Ltd (same)
Gresham Street Warehouse Co Ltd (to confirm alteration of objects)
Institution of Production Engineers (same)
Antofagasta (Chili) and Bolivia Railway Co Ltd (same)
Slate Slab Products Ltd (to sanction scheme of arrangement—ordered on Oct 13, 1931, to s.o. generally—liberty to restore)
Dorricotts Ltd (to sanction scheme of arrangement)
Bovril Ltd (same)
Grand Theatre (Glasgow) Ltd (same)
Colchester Brewing Co Ltd (sec 155)
Queen's Club Garden Estates Ltd (sec 155)
Western Mansions Ltd (sec 155)
Metallic Seamless Tube Co Ltd (sec 155)
Chesterfield Tube Co Ltd (sec 155)
British Italian Banking Corporation Ltd (sec 155)
E W Rudd Ltd (to confirm re-organisation of capital)
C J Dams & Co Ltd (to sanction scheme of arrangement and confirm reduction of capital)
Plastering Ltd (same)
A Gagniere & Co Ltd (same)

Motions.

Trent Mining Co Ltd (ordered on July 31, 1931, to s.o. generally—liberty to restore)
Braceborough Spa Ltd (ordered on April 3, 1934, to s.o.g.)
Wain Shiell & Son Ltd (Hargreaves v Company and anr) (s.o. from Mar 26, 1934, to April 10, 1934—retained by Mr Justice Eve)

Adjourned Summonses.

City Equitable Fire Insce Co Ltd (Application of Liverpool and London and Globe Insce Co Ltd (ordered on April 8, 1930, to s.o. generally—liberty to restore)
Orchorsol Sound Reproduction Ltd (Application of T Froude—with witnesses—ordered on Nov 11, 1932, to s.o. generally)
Marina Theatre Ltd (Application of F H Cooper—with witnesses—ordered on May 10, 1933, to s.o. generally—liberty to apply to restore)
W Smith (Antiques) Ltd (Application of Liquidator—with witnesses—ordered on Dec 8, 1932, to s.o.g.)
Wise & Lansdell Ltd (Application of W J Lansdell—ordered on Dec 8, 1933, to s.o. generally)
Metduro Ltd (Application of Liquidator—with witnesses—s.o. from Mar 26, 1934, to April 10, 1934—retained by Mr Justice Eve)
Same (Application of Winchester Trust and Agency Ltd—with witnesses—s.o. from Mar 26, 1934, to April 10, 1934—retained by Mr Justice Eve)
C H Hinton & Co Ltd (Application of Liquidator—with witnesses)
R Ritterband & Suckling Ltd (Application of Liquidator—with witnesses)
Whitehaven Colliery Co Ltd (Application of Liquidator)
Great Orme Tramways Co (Application of R W Beesley)
Russo Asiatic Bank (Application of H M Attorney-General—with witnesses—e.a.v.)
Lydenburg Proprietary Mines Ltd (Application of F G E Elston—with witnesses)
Russian Bank for Foreign Trade (Application of H M Attorney-General—e.a.v.)

Kaye's Manufacturing Co Ltd (Application of Official Receiver and Liquidator—with witnesses)
A Lee & Co Ltd (Application of Liquidator—with witnesses)
R. Ritterband & Suckling Ltd (Application of Liquidator—with witnesses)
Colbeck Brothers Ltd (Application of Liquidator)
R M C Textiles (1928) Ltd (Application of Prices Tailors Ltd—with witnesses)
Aeroto Ltd and British Aerotechnical Co Ltd (Application of Liquidator)
Dunmore Hotel Ltd (Application of T Vanstone & Sons—with witnesses)
Standard Carpet Co Foreign Ltd (Application of Seligman Bros Ltd—with witnesses)
New Central Hall Blackburn Ltd (Application of Liquidator—with witnesses)
Port of Manchester Insurance Co Ltd (Application of U Partner and anr—with witnesses)
Watkins & Laing Ltd (Application of L Alexander Fife & Co Ltd—with witnesses)
Crepe Paper Manufacturing Co Ltd (Application of R J D Wright—with witnesses)
Bates Concrete Manufacturing Co Ltd (Application of Thomas Patterson & Son Ltd)
Wise & Lansdell Ltd (Application of Liquidator—with witnesses)
Birmingham Central Restaurant Co Ltd (Application of F J Pepper)
L Bauer & Son Ltd (Application of L Bauer—with witnesses)
Graham v Pemberton
Re King King v Ferber (not before Trinity)
Aldrington-on-Sea Estates Ltd v Baxter
Parkinson v Peacock (not before Trinity)
George v George
Phillips v Davis
Tootall v Feldman
Minter v Minter
Re Marchant Chandley v Marchant (s.o. to amend pleadings)
Sheffield v Westcott (not before April 16)
Anderson v Lloyds Bank Ltd (restored)
Re Church Church v Church
Re Cohen's Application Mathieson v Thornton
Meynell v Stapylton
Smallwood v National Provincial Bank Ltd (not before April 30)
Baines v Naylor
J. B. Pillin Ltd v Leo Air Compressors Ltd (not before Trinity)
Crystalate Gramophone Record Manufacturing Co Ltd v British Crystalate Co Ltd (not before April 23)
Spencer v The General Accessories Co Ltd
Bloom v Shulman
Teesdale v Lyne
Withers v Withers
Bevan v Kadette Ltd
Rowley v Moore (not before April 12)
Lowther Estates Ltd v The Whitehaven Colliery Co Ltd
Davies v James
Vinces Dry Batteries Ltd v Vee Cee Dry Cell Co (1927) Ltd
Salmon v Electrical Trades Union
Samuel French Ltd v Bannister
Re Ashby Ashby v Ashby
The Highfield Estates Development Trust Ltd v Klapper
The Marsden Manufacturing Co Ltd v The Vono Co
Re Patents and Designs Acts, 1907/32 Re Marsden Manufacturing Co Ltd's Regd Design
Re Bennett Bennett v Bennett
Re Weeks Weeks v Weeks
Chatsworth Estates Co v Holben
Viney v Brierley
Jones v Wilton,
Plummer v Quelch
J E Hanger & Co Ltd v Desoutter
Harrod v Hicks
Re Berry Ravenscroft v Wheeler
Re Same Same v Same
Re Same Same v Same
Marks & Spencer Ltd v Wheldon
Michaels v Levine
Nisbet's Trustee v Frost
Eves v Hine-Haycock
General Amusements Corpn Ltd v Field
Cousins v British Klemm Aeroplane Co Ltd
May v Thomas
Viner v Viner
Nicholson v The Medical Sickness Annuity and Life Assurance Socy Ltd (not before May 14)
Capone v R E Cinemas Ltd
Browne v Joyce (not before May 1)
P W Estates (Wembley) Ltd v Wembley Stadium Ltd
Coulsdon & Purley U D C v Surrey County Council
Walthew v Findlater
Goodman v Lewenhak
Gliksten v Herb Farm Shop Ltd
Spelman v Basham
Soda Fountains Ltd v Ice Drome Hammersmith Ltd
Shepherd v Mayne
Carr v Doel
Whitaker v Cooper
Dagg v Hazell Watson & Viney Ltd
Gibson v A C Cossor Ltd
Rumph v Nottingham Co-operative Society Ltd
National Provincial Bank Ltd v Freedman
W H Grindley & Co Ltd v A B Jones & Sons (sued as a firm)
Hetherington v Cartledge
Williamson v Taylor
Harmer v Greenberg
Anglo-South American Bank Ltd v Shepherd

APPEALS AND MOTIONS IN BANKRUPTCY.

Pending 28th March, 1934.

APPEALS FROM COUNTY COURTS to be heard by a DIVISIONAL COURT sitting in Bankruptcy.

Re a Debtor (No. 15 of 1933) Exparte The Debtor v The Petitioning Creditors and The Official Receiver

MOTIONS IN BANKRUPTCY for hearing before the Judge.

Re Spink J M Exparte Harold Hans Marshall and John James Spink v The Trustee.
Re Spink J M Exparte the Trustee v Samuel Martin Spink, Harold Hans Marshall Spink and John James Hofer Spink
Re Pavyer W J Exparte The Trustee v Frederick Fox
Re Lovegrove G Exparte George Lovegrove and Co (Sales) Ltd v The Trustees
Re Baron Lisle Exparte The Trustee v The Bankrupt

RAILWAY AND CANAL COMMISSION.

List of Pending Applications.

In the Matter of the Mines (Working Facilities and Support Act, 1932 (Part I) and The Mining Industry Act, 1926 (Part II) and In the Matter of the Application of the Campbeltown Coal Co Ltd
In the Matter of the Mines (Working Facilities and Support Acts, 1923 to 1925 and The Mining Industry Act, 1926 (Part II) and In the Matter of the Application of the Shrubbery Colliery Co Ltd and John Woodall, Fred Dyson Sacker and Lewis Sacker
In the Matter of the Mines (Working Facilities and Support) Act 1923 and In the Matter of the Application of the United Collieries Ltd
Charles Percy Bennett (Plaintiff) and The Askern Coal and Iron Co Ltd (Defendant)
In the Matter of the Mines (Working Facilities and Support Acts, 1923 to 1925 and The Mining Industry Act, 1926 (Part II) and In the Matter of the Application of The Consett Iron Co Ltd (Applicants) against Francis Napier Clavering and William Waymouth Gibson and the said Francis Napier Clavering and Sir Bernard Edward Halsey Bingham, Charles Robert Chadwick and William Butler Wasburgh (Respondents)
In the Matter of the Salisbury Railway and Market House Co and The Southern Railway Co

KING'S BENCH DIVISION.

CROWN PAPER—For Argument.

The King v Assessment Committee for the Borough of Shoreditch (exparte S Hanson and Son Ltd)
The King v Gen Commrs for Income Tax for West Bucklow (exparte Puritan Tanneries Ltd)
Sherwen and anr v Ullcoats Mining Co Ltd
The King v R W H Woodburne, Esq and ors Jjs of Lancashire and ors (exparte Commrs of Customs and Excise)
Mizen v Old Florida Ltd
Egan v Mizen
Webb v Maidstone and District Motor Services Ltd
Ashley v Fisher
Stone v Fletcher
Woodford v Ramsden
Pettitt v Woodlock and ors
Curry v Crowhurst
Metcalfe v Assessment Committee for Ryedale Assessment Area
The King v J House, Esq and ors Jjs for Lancaster (exparte Wigan Industrial Burial Society)
Shadbolt v Esher Development Co Ltd
Lipton Ltd v Assessment Committee of the Borough of Shoreditch
Tattam v Moss
Roche v Willis
Cave v Dudley Co-operative Soc Ltd
Crawford v British Extracting Co Ltd
Worcestershire County Council v Warwickshire County Council
Fred Robinson (Transporters) Ltd v Robinson
Watson v Robinson
Fred Robinson (Transporters) Ltd v Same
Stanaway v Melville
Same v Same
Rawlings v Wheeler
Whittaker v Trimdon Motor Services Ltd and anr
The King v J P Rudolf, Esq and ors Jj for Liverpool (exparte Liverpool Corporation)
The King v The Recorder for the County Borough of Burnley (exparte Monsdale)
The Lancashire Mental Hospitals Board v The Warwickshire County Council and anr
Currys Ltd v Mayor etc of Borough of Southampton
Barnett v Thorpe
Forrest v J G Simman & Son
Hammond v Davis
The King v Milk Marketing Board (exparte North)
The King v Registrar of Coventry County Court (exparte Chetwynd)
Council of the County of Lancaster v Mayor etc of Southport
Williams v Smith
Spark v Clarke
Hornchurch U D C v Standen
Same v Same
Speechley v Williams
The King v Minister of Health (exparte Purfleet U D C)
The King v Same (exparte Purfleet U D C)
The King v Same (exparte Purfleet U D C)
The King v S Brown, Esq and ors of Surrey and Walton and Weybridge U D C (exparte Margetts)
Phillips v Parnaby
Mearns v Donoghue
Audenshaw U D C v de Yarburgh-Bateson and ors
The King v Ayton (exparte Mayor etc of Cardiff)
The King v U D C Gelligaer (exparte Withers)
Whitfields (Wolverhampton) Ltd v Peters
Williams and anr v Varley
Chapman Lowey & Puttick Ltd v Smith
Rawlins v Watkins
Lodge v Lancaster County Council
Thistlethwaite v Ringer
James v Norman E Box Ltd and anr
Director of Public Prosecutions v Phillips and anr
Tingle v Steeples
The King v Chichester Assessment Area Committee (exparte Bognor Regis U D C)
Mart v Dawson

CIVIL PAPER.—For Hearing.

Portheawl Recreations Ltd v Atkinson and wife (Bridgend County Court)
Portheawl Recreations Ltd v Brinkley and ors (Bridgend County Court)
Birch Bros Ltd v Barnes (Wandsworth County Court)
Mikha-il v Cole (Westminster County Court)
Leiserach v Schalit
Schalit v Leiserach
Shinner v Noble (Southend County Court)

Warren Estates Ltd v Dixon (Winchester County Court)
Thrush v Atchley and anr (Bristol County Court)
Brown v Parkes (Newton Abbott County Court)
Chamberlain and Willows v Davis (Mayor's and City of London Court)
Keighley and anr v William Rogerson & Co Ltd and anr
Lines v C & E Morton Ltd (Bow County Court)
Wiseburgh v Porter & Co (Mayor's and City of London Court)
Kearns v Bedford (St Albans County Court)
Nielsen v Russell (Brighton County Court)
Reynolds v Oaklands Estates Ltd (Wandsworth County Court)
Hartley v Jarvis (Lambeth County Court)
Portman v Same (Lambeth County Court)
Rogers v Same (Lambeth County Court)
William McLean & Sons v McLean (Liverpool County Court)
Queen Anne's Bounty v Cooke (Hastings County Court)
Same v Same (Hastings County Court)
Sandercombe v Turner (Bournemouth County Court)
A H & H C Stocker (a firm) v Marshall (Bloomsbury County Court)
Fielden v National Aviation Day Ltd
L S Mayer (London) Ltd v Commissioners of Customs and Excise
Same v Same
Horsley v Meredith and anr (West Hartlepool County Court)
Maison Arthur Ltd v Talbot and wife (West London County Court)
Paul v Goodman (Tavistock County Court)
Sharp v Watson (Croydon County Court)
Carter v Henderson (Bloomsbury County Court)
Clarke v Multiplex Van Displays Ltd (Brentford County Court)
Eaton v Donegal Tweed Co Ltd (Kettering County Court)
Cottrell v Bevan
Frances v George Rice Ltd (Whitechapel County Court)
Cowen v Beer and wife
Smith v Charrington Booth Ltd (Bow County Court)
Mickleover Transport Ltd v Day and ors (Willesden County Court)
Johnson v Welwyn Lock Fittings Co Ltd (Hertford County Court)
Flats Construction Co Ltd v Maclean (West London (Brompton) County Court)
In re Solicitors and In re Taxation of Costs
Chandler v Rabnett (Birmingham County Court)
Herman v Maw (Marylebone County Court)
Byrd v Byrd (Evesham County Court)
Mutual Finance Indemnity and Guarantee Corpn Ltd v Lingwood (Westminster County Court)
Thornton-Smith v Finch
Carbutt v Russell (Holbeach County Court)
Hugill v William Whiteleys Ltd (Marylebone County Court)
Mortimer v Cochrane and anr (Dorchester County Court)
Hubert Dees Ltd v Smith (Croydon County Court)
Jones and wife v H A Seeger Ltd (Liverpool County Court)
Hennessy v L C C (West London County Court)
Lepine v Piggott and anr (Canterbury County Court)
J & F Young Ltd v Howe (Lambeth County Court)
Batchelor and anr v United Dairies (London) Ltd (West London (Brompton) County Court)
Holly v Foot (Kingston County Court)
Hill-Snook v Hicks (Cardiff & Barry County Court)

APPEALS UNDER UNEMPLOYMENT INSURANCE ACT, 1920.

Appeal by League of Remembrance (1914-1919) Re Ruth Hewer
Appeal by British Provident Association for Hospital and Additional Services Re Edith Wilson

APPEAL AND REFERENCE UNDER THE NATIONAL HEALTH INSURANCE ACT, 1924.

Appeal by Ruth Cecil Harks Re Skinner
Reference by Minister of Health Re Professional Players of Association Football

APPEALS UNDER THE HOUSING ACTS, 1925 AND 1930.

Kendal (Highgate No. 1) Clearance Order 1934 Application of T W Mason
Rotherham (Badgers Row) Clearance Order 1933 Application of A Wallace

SPECIAL PAPER.

Mather v Rhodes

REVENUE PAPER.—Cases Stated.

T Haythornthwaite & Sons Ltd and T Kelly (H M Inspector of Taxes)
G W Selby Lowndes and The Commrs of Inland Revenue
Compagnie Air Union and R B Wilson (H M Inspector of Taxes)
Sir James B Henderson and B Archer (H M Inspector of Taxes)
The Commissioners of Church Temporalities in Wales and E V K Bryant (H M Inspector of Taxes)
Thomas Smith Hudson and G N Wrightson (H M Inspector of Taxes)
Hailwood & Ackroyd Ltd and J Frame (H M Inspector of Taxes)
Hailwood & Ackroyd Ltd and J Frame (H M Inspector of Taxes)
Commissioners of Inland Revenue and The Midland Railway Co of Western Australia Ltd The Midland Railway Co of Western Australia Ltd and Commissioners of Inland Revenue
John Cronk & Sons Ltd and W Harrison (H M Inspector of Taxes)
Champney's Executors and The Commissioners of Inland Revenue

English Information.

Attorney-General and Albert William Goodman

NOTICE TO CONTRIBUTORS.

The Editor will be pleased to consider for publication contributions and correspondence from any professional source upon matters of legal interest.

All contributions (including correspondence) should be typewritten and on one side of the paper only, and must be accompanied by the name and address of the contributor.

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Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement, Thursday, 26th April, 1934.

	Div. Months.	Middle Price 11 April 1934.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	112	3 11 5	3 5 0
Consols 2½%	JAJO	80½	3 2 1	—
War Loan 3½% 1952 or after	JD	104¼	3 7 2	3 3 10
Funding 4% Loan 1960-90	MN	113	3 10 10	3 5 0
Victory 4% Loan Av. life 29 years	MS	111	3 12 1	3 8 0
Conversion 5% Loan 1944-64	MN	116½	4 6 0	3 0 0
Conversion 4½% Loan 1940-44	JJ	111½	4 0 11	2 9 1
Conversion 3½% Loan 1961 or after	AO	103½	3 7 10	3 6 4
Conversion 3% Loan 1948-53	MS	99¾	3 0 2	3 0 4
Conversion 2½% Loan 1944-49	AO	94¾	2 12 9	2 18 9
Local Loans 3% Stock 1912 or after	JAJO	91¾	3 5 5	—
Bank Stock	AO	365½	3 5 8	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	83½	3 5 10	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	90	3 6 8	—
India 4½% 1950-55	MN	111½	4 0 9	3 10 11
India 3½% 1931 or after	JAJO	92	3 16 1	—
India 3% 1948 or after	JAJO	79	3 15 11	—
Sudan 4½% 1939-73	FA	113	3 19 8	1 15 0
Sudan 4% 1974 Red. in part after 1950	MN	108½xd	3 13 9	3 6 9
Tanganyika 4% Guaranteed 1951-71	FA	111	3 12 1	3 3 0
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	101xd	2 19 5	2 18 0
L.P.T.B. 4½% "T.F.A." Stock 1942-72	JJ	109½	4 2 2	3 4 1
COLONIAL SECURITIES				
Australia (Commonw'th) 4% 1955-70	JJ	108	3 14 1	3 12 0
*Australia (Commonw'th) 3¼% 1948-53	JD	103	3 12 10	3 9 6
Canada 4% 1953-58	MS	108	3 14 1	3 8 4
Natal 3% 1929-49	JJ	98	3 1 3	3 3 5
*New South Wales 3½% 1930-50	JJ	99½	3 10 4	3 10 10
New Zealand 3% 1945	AO	97	3 1 10	3 6 8
Nigeria 4% 1963	AO	108	3 14 1	3 11 3
Queensland 3½% 1950-70	JJ	100	3 10 0	3 10 0
South Africa 3½% 1953-73	JD	102¼	3 8 4	3 6 5
Victoria 3½% 1929-49	AO	99	3 10 8	3 11 10
W. Australia 3½% 1935-55	AO	99	3 10 8	3 11 4
CORPORATION STOCKS				
Birmingham 3% 1947 or after	JJ	90½	3 6 4	—
Croydon 3% 1940-60	AO	95	3 3 2	3 5 9
Essex County 3½% 1952-72	JD	105	3 6 8	3 3 0
*Hull 3½% 1925-55	FA	100	3 10 0	3 10 0
Leeds 3% 1927 or after	JJ	90	3 6 8	—
Liverpool 3½% Redeemable by agreement with holders or by purchase	JAJO	101	3 9 4	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	79	3 3 3	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	91	3 5 11	—
Manchester 3% 1941 or after	FA	91	3 5 11	—
Metropolitan Consd. 2½% 1920-49	MJSD	95	2 12 8	2 18 4
Metropolitan Water Board 3% "A" 1963-2003	AO	92	3 5 3	3 5 11
Do. do. 3% "B" 1934-2003	MS	93	3 4 6	3 5 1
Do. do. 3% "E" 1953-73	JJ	97	3 1 10	3 2 9
Middlesex County Council 4% 1952-72	MN	109xd	3 13 5	3 7 0
Do. do. 4½% 1950-70	MN	113xd	3 19 8	3 9 6
Nottingham 3% Irredeemable	MN	90xd	3 6 8	—
Sheffield Corp. 3½% 1968	JJ	102	3 8 8	3 8 0
ENGLISH RAILWAY DEBENTURE AND PREFERENCE STOCKS				
Gt. Western Rly. 4% Debenture	JJ	109	3 13 5	—
Gt. Western Rly. 4½% Debenture	JJ	117½	3 16 7	—
Gt. Western Rly. 5% Debenture	JJ	128½	3 17 10	—
Gt. Western Rly. 5% Rent Charge	FA	126½	3 19 1	—
Gt. Western Rly. 5% Cons. Guaranteed	MA	123½	4 1 0	—
Gt. Western Rly. 5% Preference	MA	110½	4 10 6	—
Southern Rly. 4% Debenture	JJ	105½	3 15 10	—
Southern Rly. 4% Red. Deb. 1962-67	JJ	106½	3 15 1	3 12 6
Southern Rly. 5% Guaranteed	MA	124½	4 0 4	—
Southern Rly. 5% Preference	MA	110½	4 10 6	—

*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other Stocks, as at the latest date.

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Stock

Approxi-ate Yield with lemption	
s.	d.
5	0
—	
3	10
5	0
8	0
0	0
9	1
6	4
0	4
18	9
—	
—	
—	
—	
10	11
—	
—	
15	0
6	9
3	0
18	0
4	1
12	0
9	6
8	4
3	5
10	10
6	8
11	3
10	0
6	5
11	10
11	4
—	
5	9
3	0
10	0
—	
—	
—	
—	
—	
18	4
5	11
5	1
2	9
7	0
9	6
—	
8	0
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12	6
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calculated